

Jackson Town Council Regular Meeting

May 4, 2020

6:00 PM

Town Council Chambers

NOTICE: THE VIDEO AND AUDIO FOR THIS MEETING ARE STREAMED TO THE PUBLIC VIA THE INTERNET AND MOBILE DEVICES WITH VIEWS THAT ENCOMPASS ALL AREAS, PARTICIPANTS AND AUDIENCE MEMBERS. **PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING**

I. WEBEX LINK FOR PUBLIC PARTICIPATION

Meeting ID **969 453 436** Password: **toj** To join, click on the link or copy it to your browser: <https://townofjacksonwy.webex.com/townofjacksonwy/onstage/g.php?MTID=e58f5716664c0a5442d77ac98138af55f>

If the link does not work, join through webex.com with the meeting ID and password provided above.

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations

III. PUBLIC COMMENT

This section is reserved for questions and comments from the public on items that are not otherwise included in this agenda. As a general practice, the Council will not hold discussion or debate these items. Nor will they make any decisions on items presented during this time but rather refer items to staff for follow-up. If you would like to communicate with the Council during the meeting, please address them during open public comment, when public comment is called for on a specific item, or send an email to Council@jacksonwy.gov.

IV. CONSENT CALENDAR

All matters listed in this section are considered to be of routine nature by the governing body and will be enacted in one motion, unless it is removed from the consent calendar and considered separately by Council. Public comment may be given on any item.

- A. Meeting Minutes:
 - 1. April 20, 2020 workshop
 - 2. April 20, 2020 regular meeting
- B. Disbursements
- C. May 2020 Events - Jackson Hole Rodeo
- D. Second Amendment to Lease Agreement with Vertical Harvest
- E. Contract Extension with Winter & Company
- F. Consideration of June 2020 Special Events
- G. Wastewater Connection and Use Agreement with Mountain View Baptist Church (P19-209)

V. PUBLIC HEARINGS, DISCUSSION AND/OR POSSIBLE ACTION ITEMS

- A. Administration
 - 1. Downtown Parking Summer Implementation (P20-080, Paul Anthony)
- B. Planning
 - 1. **Item P20-063:** Boundary Adjustment without Plat at 640 S Glenwood St for Base Camp (Tyler Valentine)

Please note that at any point during the meeting, the Mayor and Council may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.

2. **Item P19-262, P20-069 & -070:** Amendment to Final Development Plan for Pine Glades PUD. *This item will be continued to May 18.*
3. **Item P20-009 & 010:** Development Plan and Hillside Conditional Use Permit for Bluffs Development at 984 Budge Drive. *This item will be continued to May 18.*
4. **Item P20-035 & -036:** Development Plan and Hillside Conditional Use Permit at 808 Upper Redmond. *This item will be continued to June 1.*

VI. RESOLUTIONS

- A. **Resolution 20-08:** A Resolution Authorizing the Submission of an Application to the Community Foundation of Jackson Hole's Old Bill's Fun Run 2020 from Jackson-Teton County Animal Shelter (Sandy Birdyshaw, Town Clerk)
- B. **Resolution 20-09:** A Resolution Authorizing the Submission of an Application to the Community Foundation of Jackson Hole's Old Bill's Fun Run 2020 from START (Sandy Birdyshaw, Town Clerk)
- C. **Resolution 20-10:** A Resolution Authorizing the Submission of an Application to the Community Foundation of Jackson Hole's Old Bill's Fun Run 2020 from Victim Services (Sandy Birdyshaw, Town Clerk)

VII. ORDINANCES

- A. **Ordinance O:** An Ordinance Amending the Official Zoning District Map for 66 acres from Planned Resort-Snow King to Planned Unit Development-Planned Resort (Presented for 3rd Reading and designated ordinance 1251)
- B. **Ordinance P:** An Ordinance Amending the Jackson Municipal Code regarding Compensation for Mayor and Council (Presented for 2nd Reading)
- C. **Ordinance Q:** An Ordinance Adding Chapter 8.35 to the Jackson Municipal Code Prohibiting the Sale of Flavored Tobacco Products (Presented for 1st Reading, Roxanne Robinson)
- D. **Ordinance R:** An Ordinance Amending Jackson Municipal Code regarding Prohibiting Smoking in Public Buildings (Presented for 1st Reading, Roxanne Robinson)
- E. **Ordinance S:** An Ordinance Adopting the 2020 National Electrical Code (Presented for 1st Reading, Mike Bressler)

VIII. MATTERS FROM MAYOR AND COUNCIL

- A. Restaurant Outdoor Seating Discussion, Pete Muldoon
- B. Board and Commission Reports
- C. Rental Housing Guidelines during COVID

IX. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

X. ADJOURN

Please note that at any point during the meeting, the Mayor and Council may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

APRIL 20, 2020

JACKSON, WYOMING

The Jackson Town Council met in special workshop session in the Council Chambers of the Town Hall at 150 East Pearl at 3:00 P.M. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person*: Mayor Pete Muldoon. *via Webex*: Vice-Mayor Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, and Jim Stanford

STAFF: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Lea Colasuonno, Tony Matthews, Zolo, Johnny Ziem, and Sandy Birdyshaw.

Draft Release and Preliminary Funding Model for Utility Rate Study. Johnny Ziem made staff comment on the preliminary water and wastewater utility fund financial plans including projected annual rate adjustments for January 2021. The Council held discussion. Brian Lenz and Larry Pardee made staff comment. Andrew Rheem of Raftelis made comment. Matt Bowers with Nelson Engineering made comment. No action was taken on this item.

Vaping Ordinance. Roxanne Robinson and Lea Colasuonno made staff comment. The Council held discussion. Sargent Tony Matthews made staff comment.

Public comment was given by Dr. Gillian Chapman of Teton County School District #1, Finley Miller, Heather Franklin, and Pier Trudelle President of Summit School.

A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to direct staff to update the draft ordinance based on discussions today and present it for first reading at the May 4 regular Town Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to adjourn to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16-4-405(a)(iii). The vote showed all in favor and the motion carried. The meeting adjourned at 4:30 P.M. minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

Published JH News & Guide: April 29, 2020

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

APRIL 20, 2020

JACKSON, WYOMING

The Jackson Town Council met in regular session in the Council Chambers of the Town Hall located at 150 East Pearl at 6:01 P.M. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person*: Mayor Pete Muldoon and Jim Stanford. *via Webex*: Vice-Mayor Hailey Morton Levinson, Arne Jorgensen, and Jonathan Schechter.

STAFF: Larry Pardee, Roxanne Robinson, Zolo, Paul Anthony, Brendan Conboy, Todd Smith, Johnny Ziem, and Sandy Birdyshaw.

Mayor Muldoon read a proclamation for the Spring Burn Week scheduled for May 16 to 25, 2020.

Public Comment. Max Ludington made comment on the Build Grant application.

Consent Calendar. A motion was made by Jim Stanford and seconded by Jonathan Schechter to approve the consent calendar including items A-D as presented with the following motions. There was no public comment on the Consent Calendar.

A. **Meeting Minutes.** To approve the meeting minutes as presented for the April 6, 2020 regular meeting and April 16, 2020 special workshop.

B. **Disbursements.** To approve the disbursements as presented. Ace Hardware \$1,632.48; Advanced Pump & Equipment, Inc \$10,350.00; Airgas USA, LLC \$115.36; Amazon Capital Services \$3,769.21; Antler Motel, Inc. \$4,520.00; Apex Sage Inc \$1,680.00; AT&T \$2,897.20; Barbara Ray \$600.00; Bestdrive Idaho Falls \$3,616.00; Big R Ranch & Home \$306.97; BMV LLC \$139.91; Caselle Inc. \$1,800.00; CDW-Government \$4,200.00; Centurylink \$38.73; Centurylink \$637.45; Charter Communications \$1,670.16; City Of Driggs \$2,267.89; Climb Wyoming \$1,250.00; Community Safety Network \$11,000.00; Control System Technology, Inc. \$500.00; Convergeone, Inc \$6,895.88; Core & Main LP \$2,950.20; Delta Dental Plan Of Wyoming \$7,729.30; Energy Laboratories Inc. \$550.00; Energy Laboratories Inc. \$344.00; Evans Construction Inc \$500.38; Flowpoint Environmental Systems \$795.00; Freedom Mailing Service Inc. \$1,883.86; Galls Inc. \$1,101.85; Garner, Greg \$2,000.00; Gillig LLC \$2,354.49; HD Fowler Company \$1,527.01; High Country Linen \$1,925.93; Hill, William \$50.00; Hirst Applegate, LLP \$2,708.00; Idaho Falls Peterbilt \$1,896.94; Interstate Battery \$899.40; Interstate Battery \$1,057.50; Jackson Hole Community Radio \$1,320.00; Jackson Hole News & Guide \$2,129.28; Jackson Hole Public Art \$3,000.00; Jackson Hole Radio \$7,086.00; Jackson Hole Security, LLC \$893.00; Jackson Lumber Inc \$1,472.41; Jelly Donut, LLC \$1,030.00; Jorgensen Associates, Pc \$82,357.46; Kellerstrass Enterprises, Inc \$11,974.47; Kois Brothers Equipment Company \$2,040.44; Lawngevity \$318.75; Lower Valley Energy Inc \$52,288.03; Lutton, Jane \$500.00; Madden, Brendan \$1,800.00; Metroquip Inc \$411.56; Miller Sanitation \$2,331.00; MSC Industrial Supply Co \$160.22; Napa Auto Parts Inc. \$482.59; Norton, Alex \$19,268.75; O'Donnell, Stephen \$95.23; One Call Of Wyoming \$67.50; Perry, Alex \$200.00; Premier Vehicle Installation, Inc \$451.47; Rae, Joshua \$4,600.00; Rafter J Improv/Serv Dist \$146.43; Rui Inc. DbA Village Gardner \$1,577.73; Ruschill, Russell \$2,850.00; Safety Supply & Sign Co., Inc. \$139.12; Safety-Kleen Systems, Inc. \$486.98; Schmillen, Scott \$1,282.50; Schmillen, Scott \$760.00; Schow's Truck Center \$770.74; Sherwin-Williams Co. \$376.65; Silverstar \$2,307.50; Simon Associates LLC \$23,144.10; Sluder, Kelly \$1,153.63; Snake River Mep Complete, Inc \$10,500.00; Snake River Roasting \$97.90; Spring Creek Animal Hospital \$309.23; St John's Hospital \$390.00; Sunrise Environmental \$1,936.96; Swagit Productions, LLC \$1,775.00; Tegeler & Associates \$50.00; Teton County Clerk \$154,595.50; Teton County Special Fire Fund \$189,273.29; Teton County-Fund 10 \$29,576.33; Teton County-Fund 13 \$3,722.20; Teton Rental Center \$69.00; Teton Trash Removal, Inc. \$45.50; Thomson West \$893.85; Thyssen Krupp Elevator Corp. \$307.62; Timberline Concrete \$355.00; Titan Machinery \$1,799.25; T-Mobile \$61.82; TMSC LLC \$5,360.35; Upper Case Printing Ink \$159.16; USA Blue Book \$451.77; Verizon Wireless \$5,039.78; Virginian Village Condo HOA \$1,080.00; Westbank Sanitation \$709.54; Western States Equip Company \$10,878.57; Wheeler Tank Testing, Inc. \$1,330.00; White Glove Cleaning, Inc. \$3,799.88; Winter & Company \$12,631.07; Wrench It Plumbing & Heating Inc \$2,653.22; Wy Child Support Enforcement \$146.76; Wy Workers' Safety & Comp \$9,185.71; Wyoming Department Of Health \$240.00; Wyoming Retirement System \$105,369.69; Wyoming.Com Inc \$10.00; Xerox Corporation \$538.50; Yellow Iron Excavation, LLC \$988.00.

C. **Municipal Court Report for March 2020.** To accept the March 2020 Municipal Court Report and place it into the record.

- D. **Amendment One to START's 2019 WYDOT Grant Agreement for Four Electric Buses and Charging Units.** To approve Amendment 1 to the original August 9, 2019 Low No Competitive Grant Agreement with WYDOT for the purchase and grant reimbursement of four (4) zero emission buses and charging units.

Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Memorandum of Understanding with Slow Food of the Tetons and Parks & Recreation for the Community Garden. A motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson to approve the Memorandum of Understanding Between Slow Food in the Tetons and Teton County/Jackson Parks & Recreation for management of the Town's community gardens in May Park. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P20-025: Development Plan at 445 Vine Street. Brendan Conboy, Paul Anthony, and Johnny Ziem made staff comment. Ken Rizzotti and Brent Sikora made comment as the applicant. The Town Council held discussion.

Based upon the findings as presented in the staff report and made by the applicant for a Development Plan (Item P20-025), a motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to make findings 1-6 in Section 8.3.2.C of the Land Development Regulations related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Complies with Town Design Guidelines; 5) Compliance with relevant LDRs & Town Ordinances; 6) Conformance with past permits & approvals, to approve a Development Plan for an 8- unit residential building for the property located at 445 Vine Street, legally known as LOT 1, BLK. 3, MEADOWLAND, subject to the departmental reviews attached to the staff report dated April 16, 2020, and the following conditions of approval:

1. The applicant shall provide a bond in the amount of 125% of the estimated cost of sidewalk improvements on the property, the amount to be determined by the Town Engineer and to be held for a period of time not exceeding 5 years.
2. Snow storage on the Northeast corner of the property shall not obstruct the view for ingress to or egress from the alley. The applicant is responsible for removing snow from the site to comply with this condition.

Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Stanford opposed. The motion carried.

Item P19-229: Amendment to the Teton Village Master Plan. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to withdraw item P19-229. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P19-262, P20-069 & -070: Amendment to Final Development Plan for Pine Glades PUD. Tyler Valentine made staff comment. Bill Collins made comment on behalf of the applicant, Pine Canyon LLC. John Tozzi made comment as the Developer and homeowners association chair. The Council held discussion.

A motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson to continue Item A (duplex modifications) to the May 4, 2020 regular council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. A motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson to continue Item B (heating element) to the May 4, 2020 regular council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. A motion was made by Jim Stanford and seconded by Arne Jorgensen to continue Item C (trails) to the May 4, 2020 regular council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Resolution 20-06: Amendment to Town of Jackson FY 19-20 Budget. Larry Pardee made staff comment. The Council held discussion.

A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to approve Resolution 20-06 as presented.

Resolution 20-06: A Resolution Adopting Amendments to the Fiscal Year 2020 Budget of the Town of Jackson.

WHEREAS, pursuant to Wyoming Statutes, the governing body of the Town of Jackson is empowered to control the finances of the Town including adopting and amending the annual budget; and

WHEREAS, the specific statutory requirements for budgeting procedures are stipulated in the Uniform Municipal Fiscal Procedures Act (W.S. 16-4-101 through 16-4-124); and

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Jackson that the fiscal year 2020 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	422,838	(65,000)	357,838
Town Attorney	502,300	(73,194)	429,106
Municipal Judge	259,861	(522)	259,339
Administration	672,241	(79,165)	593,076
Town Clerk & Personnel	680,533	(40,379)	640,154
Finance	614,379	3,574	617,953
Information Technology	542,266	(4,084)	538,182
Planning	920,144	107,964	1,028,108
Town-Wide Services	253,133	(37,621)	215,512
Town Facilities	688,440	(125,925)	581,664
Police - Administration	591,838	(7,401)	584,437
Police - Investigations	426,576	(14,628)	411,948
Police - Patrol	3,310,782	(13,854)	3,296,928
Police - Community Service	581,540	(10,344)	571,196
Police - Special Operations	21,924	(5,750)	16,174
Victim Services	304,609	(569)	304,040
Animal Shelter/Control	270,876	(7,474)	263,402
Building Inspections	392,068	(10,531)	381,537
Public Works Administration	348,563	(19,678)	328,885
Streets	1,875,220	(261,049)	1,614,171
Engineering	624,540	(147,765)	476,775
Yard Operations	47,315	(5,390)	41,925
Cemetery	18,875	(3,450)	15,425
Social Services	839,583	-	839,583
Community Initiatives	300,941	(15,500)	285,441
County-Budgeted Joint Programs	3,951,375	-	3,951,375
Transfers Out	5,372,775	(978,272)	4,394,503
Total General Fund	<u>24,835,535</u>	<u>(1,816,007)</u>	<u>23,019,528</u>
Affordable Housing	<u>1,689,486</u>	<u>-</u>	<u>1,689,486</u>
Total Affordable Housing Fund	<u>1,689,486</u>	<u>-</u>	<u>1,689,486</u>
Parking Exactions Fund	<u>-</u>	<u>50,000</u>	<u>50,000</u>
Total Parking Exactions Fund	<u>-</u>	<u>50,000</u>	<u>50,000</u>
Parks Exactions	<u>-</u>	<u>-</u>	<u>-</u>
Total Park Exactions	<u>-</u>	<u>-</u>	<u>-</u>
Employee Housing Fund	414,833	(80,370)	334,463
Transfers out	<u>-</u>	<u>112,026</u>	<u>112,026</u>
Total Employee Housing Fund	<u>414,833</u>	<u>31,656</u>	<u>446,489</u>
Animal Care Fund	20,000	-	20,000
Transfers Out	<u>50,000</u>	<u>66,000</u>	<u>116,000</u>
Total Animal Care Fund	<u>70,000</u>	<u>66,000</u>	<u>136,000</u>
Lodging Tax Fund	-	-	-
Transfers Out	<u>872,620</u>	<u>(94,000)</u>	<u>778,620</u>
Total Lodging Tax Fund	<u>872,620</u>	<u>(94,000)</u>	<u>778,620</u>
Vertical Harvest Fund	-	-	-
Transfers Out	<u>24,693</u>	<u>-</u>	<u>24,693</u>
Total Vertical Harvest Fund	<u>24,693</u>	<u>-</u>	<u>24,693</u>
Snow King-Snow Making Fund	-	-	-
Transfers Out	<u>48,822</u>	<u>-</u>	<u>48,822</u>
Total Snow King-Snow Making Fund	<u>48,822</u>	<u>-</u>	<u>48,822</u>

	Approved Budget	Increase (Decrease)	Amended Budget
EXPENDITURES AND OTHER USES			
START Administration	857,285	(905)	856,380
START Operations	4,445,518	(206,002)	4,239,516
START Capital	6,720,000	-	6,720,000
START Transfers	-	-	-
START Indirect Cost Allocations	101,230	-	101,230
Total START Fund Expenditures	12,124,033	(206,907)	11,917,126
Capital Outlay	6,559,872	(669,948)	5,889,924
Transfers Out	1,150,000	-	1,150,000
Total Capital Projects Fund	7,709,872	(669,948)	7,039,924
Capital Outlay	90,000	-	90,000
Total 2006 SPET	90,000	-	90,000
Capital Outlay	581,787	-	581,787
Total 2010 SPET	581,787	-	581,787
Capital Outlay	1,070,000	-	1,070,000
Total 2014 SPET	1,070,000	-	1,070,000
Capital Outlay	220,000	-	220,000
Transfers Out	1,583,804	-	1,583,804
Total 2016 SPET	1,803,804	-	1,803,804
Capital Outlay	435,000	280,000	715,000
Total 2017 SPET	435,000	280,000	715,000
Water Maintenance & Operation	982,982	(61,749)	921,233
Water Wells	307,118	(75,300)	231,818
Water Billing & Accounting	176,085	(4,066)	172,019
Water Capital Outlay & Improvements	664,219	100,000	764,219
Water Debt Service	108,220	-	108,220
Water Transfers Out	626,362	-	626,362
Sewage Plant Operations	1,042,350	(58,441)	983,909
Sewage Maint. & Operations	349,184	(27,351)	321,833
Sewage Billing & Accounting	171,630	(166)	171,464
Sewage Capital Outlay & Improvements	959,670	150,000	1,109,670
Sewage Transfers Out	626,362	-	626,362
Total Enterprise Funds	6,014,182	22,927	6,037,109
Employee Insurance	2,493,944	450,000	2,943,944
Total Insurance Fund	2,493,944	450,000	2,943,944
Fleet Expenditures	2,344,498	(10,899)	2,333,599
Total Fleet Management Fund	2,344,498	(10,899)	2,333,599
Central Equipment Expenses	817,500	200,000	1,017,500
Total Central Equipment Fund	817,500	200,000	1,017,500
IT Services	1,049,214	(27,008)	1,022,206
Total IT Service Fund	1,049,214	(27,008)	1,022,206
REVENUES AND OTHER SOURCES			
Taxes	8,208,313	(1,228,000)	6,980,313
Licenses & Permits	1,040,192	-	1,040,192
Intergovernmental Revenue	10,961,520	(1,425,033)	9,536,487
Charges for Services	659,406	9,000	668,406
Fines & Forfeitures	530,000	-	530,000
Miscellaneous Revenue	482,166	-	482,166
Transfers In	2,961,273	828,026	3,789,299
Total General Fund	24,842,870	(1,816,007)	23,026,863
Licenses & Permits	150,000	-	150,000
Miscellaneous Revenue	17,000	-	17,000
Transfers In	1,293,326	-	1,293,326
Total Affordable Housing Fund	1,460,326	-	1,460,326
Licenses & Permits	51,000	-	51,000
Miscellaneous Revenue	2,300	-	2,300
Transfers In	600,000	-	600,000
Total Parking Exactions	653,300	-	653,300
Licenses & Permits	10,000	-	10,000
Miscellaneous Revenue	2,500	-	2,500
Total Park Exactions	12,500	-	12,500

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Miscellaneous Revenue	401,984	-	401,984
Transfers In	338,676	-	338,676
Total Employee Housing Fund	740,660	-	740,660
Miscellaneous Revenue	60,200	-	60,200
Total Animal Care Fund	60,200	-	60,200
Taxes	871,120	(174,000)	697,120
Miscellaneous Revenue	1,500	-	1,500
Total Lodging Tax Fund	872,620	(174,000)	698,620
Contributions & Donations	-	-	-
Total Vertical Harvest Fund	-	-	-
Contributions & Donations	-	-	-
Total Snow King Snow Making Fund	-	-	-
Intergovernmental Revenue	9,333,407	(74,885)	9,258,522
Charges for Services	1,380,821	-	1,380,821
Miscellaneous Revenue	13,000	-	13,000
Transfers In	1,144,131	(132,022)	1,012,109
Total START Fund Revenues	11,871,359	(206,907)	11,664,452
Intergovernmental	1,331,738	96,500	1,428,238
Miscellaneous Revenue	220,508	-	220,508
Transfers In	3,569,262	(890,250)	2,679,012
Total Capital Projects Fund	5,121,508	(793,750)	4,327,758
Miscellaneous Revenue	5,600	-	5,600
Total 2006 SPET	5,600	-	5,600
Intergovernmental	40,915	-	40,915
Miscellaneous Revenue	6,000	-	6,000
Total 2010 SPET	46,915	-	46,915
Miscellaneous	39,300	-	39,300
Total 2014 SPET	39,300	-	39,300
Miscellaneous	5,400	-	5,400
Total 2016 SPET	5,400	-	5,400
Taxes	1,500,000	-	1,500,000
Miscellaneous	8,700	-	8,700
Total 2017 SPET	1,508,700	-	1,508,700
Water Intergovernmental	-	-	-
Water Charges for Services	2,504,438	-	2,504,438
Water Miscellaneous	93,160	-	93,160
Water Transfers In	75,000	-	75,000
Sewage Intergovernmental	-	-	-
Sewage Charges for Services	2,632,834	-	2,632,834
Sewage Miscellaneous	79,360	-	79,360
Sewage Transfers In	75,000	-	75,000
Total Enterprise Funds	5,459,792	-	5,459,792
Charges for Services	2,661,930	-	2,661,930
Miscellaneous Revenue	44,700	-	44,700
Total Employee Insurance Fund	2,706,630	-	2,706,630
Charges for Services	2,258,481	-	2,258,481
Miscellaneous Revenue	600	-	600
Total Fleet Management Fund	2,259,081	-	2,259,081
Charges for Services	566,400	-	566,400
Miscellaneous Revenue	25,700	-	25,700
Transfers In	-	-	-
Total Central Equipment Fund	592,100	-	592,100
Charges for Services	795,614	(33,577)	762,037
Miscellaneous Revenue	1,000	-	1,000
Transfers In	400,000	-	400,000
Total IT Service Fund	1,196,614	(33,577)	1,163,037

CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	7,335	-	7,335
Affordable Housing	(229,160)	-	(229,160)
Parking Exactions Fund	653,300	(50,000)	603,300
Park Exactions Fund	12,500	-	12,500
Employee Housing Fund	325,827	(31,656)	294,171
Vertical Harvest Fund	(24,693)	-	(24,693)
Snow Making Fund	(48,822)	-	(48,822)
Animal Care Fund	(9,800)	(66,000)	(75,800)
Lodging Tax Fund	-	(80,000)	(80,000)
Start Fund	(252,674)	-	(252,674)
Capital Projects	(2,588,364)	(123,802)	(2,712,166)
2006 SPET	(84,400)	-	(84,400)
2010 SPET	(534,872)	-	(534,872)
2014 SPET	(1,030,700)	-	(1,030,700)
2016 SPET	(1,798,404)	-	(1,798,404)
2017 SPET	1,073,700	(280,000)	793,700
Enterprise Funds	(554,390)	(22,927)	(577,317)
Employee Insurance Fund	212,686	(450,000)	(237,314)
Fleet Management Fund	(85,417)	10,899	(74,518)
Central Equipment Fund	(225,400)	(200,000)	(425,400)
IT Services Fund	147,400	(6,569)	140,831

PASSED, APPROVED, & ADOPTED this 20th day of April 2020.

Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Ordinances. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to read ordinances in the short title. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Emergency Ordinance: An Ordinance Placing a Temporary Moratorium
on Disposable Paper Bag Fees**

AN EMERGENCY ORDINANCE PLACING A TEMPORARY MORATORIUM ON THE COLLECTION AND REMITTANCE OF FEES UNDERSECTION 1 (PART) OF TOWN OF JACKSON ORDINANCE NO. 1205 AND SECTIONS 8.36.040, 8.36.050.A, AND 8.36.050.B OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING DISPOSABLE PAPER BAG FEE REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE AND A TIME FOR TERMINATION. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

Roxanne Robinson and Lea Colasuonno made staff comment. No action was taken on this item.

**Ordinance O: An Ordinance Amending the Official Zoning District Map for 66 acres from
Planned Resort-Snow King to Planned Unit Development-Planned Resort.**

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE CURRENT ZONING DESIGNATION OF ALL PROPERTIES WITHIN 66 ACRES OF LAND CURRENTLY ZONED PLANNED RESORT – SNOW KING TO PLANNED UNIT DEVELOPMENT – PLANNED RESORT (P19-201) (PUD-PR (P19-201)); AND ESTABLISHING AN EFFECTIVE DATE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

The Council held discussion. Tyler Sinclair made staff comment. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to approve Ordinance O on second reading. Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Stanford opposed. The motion carried.

**Ordinance P: An Ordinance Amending the Jackson Municipal Code regarding
Compensation for Mayor and Council.**

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 787, 717, 326, AND 226 AND SECTIONS 1-3 OF TOWN OF JACKSON ORDINANCE NO. 1 AND SECTION 2.08.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING COMPENSATION FOR MAYOR AND COUNCILMEN; AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

Public comment was given by Brooke Saucer of the Jackson Hole Conservation Alliance. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve Ordinance P on first reading with an effective start date of July 1, 2021, which is fiscal year 2022. Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Schechter opposed. The motion carried.

Matters from Mayor and Council. Hailey Morton Levinson commented on a WAM discussion with the legislature and the early education childcare study. Jim Stanford commented on the 2020 Census.

Town Manager’s Report. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to accept the Town Manager’s Report into the record. The Town Manager’s Report contained an update on April sales and lodging tax, support for the Build Grant, implementation steps from the Parking Study, and cancelling the community Spring Clean-Up. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

With the acceptance of the Town Manager’s report, Town staff was directed to prepare a letter to Teton County for the Mayor’s signature indicating the Town’s support for the grant application and also the Town’s desire to be included from the beginning and to work closely on any grant application that affects Town-managed joint departments.

With the acceptance of the Town Manager’s report, staff was directed to notify the community of the cancellation of the community Spring Clean-Up.

Adjourn. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 9:13 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
328	842-NCBERS GROUP WYOMIN	842052020	PAYROLL DEDUCTIONS	04/13/2020	112.00	112.00	04/28/2020
Total 328:					112.00	112.00	
51	ACE HARDWARE	692974	UTILITY KNIFE FLIP-OPEN, PLIE	04/01/2020	69.96	.00	
51	ACE HARDWARE	694310	ELBOW GLV 2" 90 DEG, ELBOW	04/16/2020	43.95	.00	
51	ACE HARDWARE	694759	PICKUP TOOL 36"	04/21/2020	24.99	.00	
51	ACE HARDWARE	694854	TURF BUILDER SUNNY 3LB	04/21/2020	43.98	.00	
51	ACE HARDWARE	694971	NIPPLE 2 X 8 GLV	04/22/2020	11.99	.00	
51	ACE HARDWARE	695133	MARKING PAINT PL WB BLUE	04/23/2020	209.70	.00	
51	ACE HARDWARE	695133	MARKING PAINT WB FL GREEN	04/23/2020	209.70	.00	
51	ACE HARDWARE	695169	MARKING PAINT PL WB BLUE	04/23/2020	209.70	.00	
51	ACE HARDWARE	695169	MARKING PAINT WB FL GREEN	04/23/2020	209.70	.00	
51	ACE HARDWARE	695170	MARKING PAINT PL WB BLUE	04/23/2020	226.48	.00	
51	ACE HARDWARE	695170	MARKING PAINT WB FL GREEN	04/23/2020	150.98	.00	
51	ACE HARDWARE	695698	White, Yellow, Red marking paint	04/28/2020	359.40	.00	
51	ACE HARDWARE	695699	Grass seed for fixing plow damag	04/28/2020	119.98	.00	
Total 51:					1,051.71	.00	
2269	AFLAC	521237	ACCOUNT #y9599	04/25/2020	2,831.24	2,831.24	04/28/2020
Total 2269:					2,831.24	2,831.24	
5726	AMAZON	1KVL-Y7JD-HC	N95 MASH	03/26/2020	339.98	.00	
Total 5726:					339.98	.00	
1783	AT&T	287259163099	MONTHLY CHARGES	04/16/2020	1,278.61	.00	
1783	AT&T	287272169264	MONTHLY CHARGES	04/20/2020	43.23	.00	
Total 1783:					1,321.84	.00	
5	CARQUEST AUTO PARTS INC.	6090-474860	FULE LINE, FUEL PUMP, ELECT	04/15/2020	140.02	.00	
5	CARQUEST AUTO PARTS INC.	6090-474869	ELECTRICAL FUEL PUMP, TRAI	04/15/2020	27.38	.00	
5	CARQUEST AUTO PARTS INC.	6090-475070	MERCON LV ATF	04/17/2020	23.97	.00	
5	CARQUEST AUTO PARTS INC.	6090-475088	BRK PAD FRONTLINE SD	04/17/2020	45.78	.00	
5	CARQUEST AUTO PARTS INC.	6090-475534	SERP BELT POLY RIB	04/22/2020	39.82	.00	
Total 5:					276.97	.00	
4614	C & A PROFESSIONAL CLEANI	04/2020- BUNK	CLEANING SERVICE APRIL 202	04/01/2020	75.00	.00	
Total 4614:					75.00	.00	
102	CASELLE INC.	101687	Caselle connect appliation softwar	04/15/2020	1,725.00	.00	
Total 102:					1,725.00	.00	
6113	CENTER OF WONDER	042720	2ND HALF OF CONTRACT PAY	04/27/2020	4,120.00	.00	
Total 6113:					4,120.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
544	CENTURYLINK	307-111-5050	307-111-5050	04/07/2020	1,917.31	.00	
544	CENTURYLINK	307-733-3106	307-733-3106-742B	04/13/2020	38.46	.00	
Total 544:					1,955.77	.00	
6114	CLIMB WYOMING	042720	CONTRACT PAYMENTS	04/27/2020	1,250.00	.00	
Total 6114:					1,250.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9604	CONTROL SERVICE- INSTALL N	04/14/2020	2,422.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9605	CONTROL SERVICE, TROUBLE	04/14/2020	5,012.50	.00	
4887	CONTROL SYSTEM TECHNOLO	9611	CONTROL HARDWARE: LIFT ST	04/21/2020	25,000.00	.00	
4887	CONTROL SYSTEM TECHNOLO	9612	CONTROL HARDWARE: LIFT ST	04/21/2020	25,000.00	.00	
Total 4887:					57,434.50	.00	
708	DELTA DENTAL PLAN OF WYO	04152020	MAY PREMIUM	04/15/2020	592.80	592.80	04/28/2020
Total 708:					592.80	592.80	
3550	EXPOSURE SIGNS INC	6738	PRINTED BANNER WITH HEMS	03/26/2020	2,196.00	.00	
Total 3550:					2,196.00	.00	
4988	HD FOWLER COMPANY	15431013	8" MJ X FLG RESILIENT WEDGE	04/09/2020	972.78	.00	
Total 4988:					972.78	.00	
96	HIGH COUNTRY LINEN	0186689	MATS @ SHELTER	03/25/2020	61.93	.00	
96	HIGH COUNTRY LINEN	0189046	BUILDING MAINT: TOWN HALL:	04/20/2020	199.90	.00	
96	HIGH COUNTRY LINEN	S0187913	PURELL HAND SAN	04/06/2020	89.30	.00	
96	HIGH COUNTRY LINEN	S0188610	HAND TOWELS	04/14/2020	42.00	.00	
96	HIGH COUNTRY LINEN	S018908	BLUE NITRILE GLOVES	04/20/2020	72.00	.00	
Total 96:					465.13	.00	
36	IDAHO STATE TAX COMMISSIO	04282020	APRIL WITHHOLDINGS	04/28/2020	3,578.00	3,578.00	04/28/2020
Total 36:					3,578.00	3,578.00	
6157	INTELLICHOICE, INC	1230035	MOBILE CITATION PROJECT	03/19/2020	11,970.00	.00	
Total 6157:					11,970.00	.00	
106	INTERSTATE BATTERY	22247301	CREDIT: RETRUN CORE	04/20/2020	105.00-	.00	
Total 106:					105.00-	.00	
6477	Jackson Hole Childrens Museum	042720	4TH QUARTER PAYMENT	04/27/2020	3,750.00	.00	
Total 6477:					3,750.00	.00	
258	JACKSON HOLE COMMUNITY C	042720	4TH QUARTER	04/27/2020	25,000.00	.00	
Total 258:					25,000.00	.00	
858	JACKSON HOLE COMMUNITY H	041020	CONTRACT PAYMENT	04/10/2020	6,250.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 858:					6,250.00	.00	
67	JACKSON HOLE HISTORICAL S	040120	QUARTERLY CONTRACT	04/01/2020	4,187.50	.00	
Total 67:					4,187.50	.00	
6474	JACKSON HOLE LAW, PC	1182	MARCH SERVICES	04/01/2020	1,500.00	.00	
Total 6474:					1,500.00	.00	
131	JACKSON HOLE NEWS & GUID	310315	AD#378165	04/15/2020	179.53	.00	
131	JACKSON HOLE NEWS & GUID	310316	AD#378167	04/15/2020	1,081.33	.00	
Total 131:					1,260.86	.00	
114	JACKSON LUMBER INC	00547156-001	GRAY PATIO BLOCK	04/20/2020	11.20	.00	
Total 114:					11.20	.00	
671	LINCOLN NATIONAL LIFE	107747 0520	107747 MAY PREMIUM	04/21/2020	5,787.94	5,787.94	04/28/2020
671	LINCOLN NATIONAL LIFE	4076564919	107391 MAY PREMIUM	04/21/2020	1,225.59	1,225.59	04/28/2020
Total 671:					7,013.53	7,013.53	
2224	LOCAL GOV'T LIABILITY POOL	12801	settlement AA200030 purco fleet	04/20/2020	1,000.00	.00	
Total 2224:					1,000.00	.00	
156	LOWER VALLEY ENERGY INC	494808001 042	121 SHERWOOD	04/10/2020	10.00	.00	
156	LOWER VALLEY ENERGY INC	92050102 0320	145 W HANSEN	03/31/2020	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050388 042	121 SHERWOOD	04/10/2020	38.07	.00	
Total 156:					54.41	.00	
6526	LSC TRANSPORTATION CONS	58319	professional services 03/27/20	04/13/2020	2,018.75	.00	
Total 6526:					2,018.75	.00	
3932	MILLER SANITATION	15999	START BU ROUTE 10 CANS	04/27/2020	455.00	.00	
Total 3932:					455.00	.00	
257	NAPA AUTO PARTS INC.	912836	WHEEL NUT, WHEEL BOLT	04/15/2020	49.04	.00	
257	NAPA AUTO PARTS INC.	913008	WHEEL NUT, WHEEL STUD	04/16/2020	71.20	.00	
257	NAPA AUTO PARTS INC.	913084	CREDIT: WHEEL NUT, WHEEL S	04/16/2020	49.04-	.00	
257	NAPA AUTO PARTS INC.	913157	BFLUID DOT 3-32OZ	04/17/2020	6.99	.00	
257	NAPA AUTO PARTS INC.	913193	OIL DRAIN PLUG, NAPAGOLD A	04/17/2020	16.81	.00	
257	NAPA AUTO PARTS INC.	913573	NAPAGOLD AIR FILTER	04/21/2020	21.60	.00	
Total 257:					116.60	.00	
6607	OPS STRATEGIES, LLC	20019	19-33 childcare study	04/05/2020	7,718.75	.00	04/21/2020
6607	OPS STRATEGIES, LLC	20019	19-33 CHILDCARE STUDY	04/05/2020	7,718.75	7,718.75	04/21/2020
6607	OPS STRATEGIES, LLC	20020	20-01 INDICATOR REPORT	03/31/2020	5,775.00	5,775.00	04/21/2020
6607	OPS STRATEGIES, LLC	20020	20-01 indicator report	03/31/2020	5,775.00	.00	04/21/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6607:					26,987.50	13,493.75	
6659	SALTWORKS LLC	1097	TOWN OF JACKSON COVID19	04/08/2020	1,260.00	.00	
Total 6659:					1,260.00	.00	
201	SENIOR CENTER OF JACKSON	042420	4TH QUARTER PAYMENT	04/24/2020	24,142.50	.00	
201	SENIOR CENTER OF JACKSON	043020	3RD QUARTER	04/30/2020	24,142.50	.00	
Total 201:					48,285.00	.00	
6616	SIMON, JENNIFER	TOJ00102	GENERAL COVID SUPPORT	04/21/2020	1,500.00	.00	
Total 6616:					1,500.00	.00	
4699	SNAKE RIVER ROASTING	625532	coffee	04/21/2020	48.95	.00	
Total 4699:					48.95	.00	
2685	STATE OF WYOMING	042720	STATE CLAIM #202-PV-19-0008	04/27/2020	342.59	.00	
Total 2685:					342.59	.00	
3989	STINKY PRINTS, INC	56907	vinyl banner	04/21/2020	95.20	.00	
Total 3989:					95.20	.00	
6660	SUBLETTE COUNTY SHERIFF'S	122	JACKSON HOLE AIRPORT SEC	04/22/2020	5,610.00	.00	
Total 6660:					5,610.00	.00	
1443	TETON COUNTY CLERK	100	Human Services Planning Project	04/22/2020	26,686.02	.00	
Total 1443:					26,686.02	.00	
6554	TETON COUNTY HISTORIC	042720	contract payment	04/27/2020	9,096.25	.00	
Total 6554:					9,096.25	.00	
392	TETON LITERACY CENTER	042720	CONTRACT PAYMENTS	04/27/2020	11,400.00	.00	
Total 392:					11,400.00	.00	
298	TETON YOUTH & FAMILY SERV	042720	contract payments	04/27/2020	132,000.00	.00	
Total 298:					132,000.00	.00	
3881	VALLEY OFFICE SYSTEMS	AR838371	PRINTER SERVICE	04/13/2020	98.00	.00	
Total 3881:					98.00	.00	
3420	VISA	04172020	VISA BILL	03/23/2020	21,050.95	21,050.95	04/17/2020
Total 3420:					21,050.95	21,050.95	
5022	VISION SERVICE PLAN - (WY)	809164843	MAY PREMIUM	04/17/2020	1,687.89	1,687.89	04/28/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5022:					1,687.89	1,687.89	
2230	WPOA SECRETARY-TREASURE	2020	WPOA dues.	04/29/2020	340.00	.00	
Total 2230:					340.00	.00	
3619	WY CHILD SUPPORT ENFORCE	04232020	case #209790	04/23/2020	146.76	146.76	04/23/2020
Total 3619:					146.76	146.76	
4139	WY WORKERS' SAFETY & COM	04282020	MAY PREMIUM	04/28/2020	7,901.30	7,901.30	04/28/2020
Total 4139:					7,901.30	7,901.30	
79	WYOMING DEPARTMENT OF E	04282020	1ST QTR SUTA	04/28/2020	9,572.65	9,572.65	04/28/2020
Total 79:					9,572.65	9,572.65	
1767	WYOMING DEPARTMENT OF T	042820	ROUTEMATCH OVERPAYMENT	04/28/2020	25,940.00	.00	
Total 1767:					25,940.00	.00	
329	WYOMING RETIREMENT SYST	191779	APRIL CONTRIBUTIONS	04/24/2020	30,157.27	30,157.27	04/28/2020
329	WYOMING RETIREMENT SYST	191780	APRIL CONTRIBUTIONS	04/24/2020	28,714.07	28,714.07	04/28/2020
329	WYOMING RETIREMENT SYST	191781	APRIL CONTRIBUTIONS	04/24/2020	46,580.37	46,580.37	04/28/2020
Total 329:					105,451.71	105,451.71	
Grand Totals:					580,282.34	173,432.58	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

TOWN OF JACKSON VISA BILLS

ADMINISTRATION

travel expenses cheyenne	1,323.91		
Travel expenses	245.38		
Little America	51.01		
animal shelter supplies	1,536.17	\$	3,156.47

EMPLOYEE HOUSING

amazon washer part	14.95	\$	14.95
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FLEET SHOP

evolution power tools	50.10		
tire	149.00	\$	199.10

INFORMATION TECHNOLOGY

citizens one	129.00		
metro fax	7.95		
concrete 5	90.00		
amazon web services	78.99		
ghostery	16.00		
go daddy	255.96	\$	577.90

MAYOR & TOWN COUNCIL

council dinner	104.64		
Travel expenses	248.57		
travel expenses	48.66	\$	401.87

PERSONNEL/TOWN CLERK

credit	(34.72)		
cool works	549.00		
pinky g's	96.69	\$	610.97

PLANNING

travel expenses	3,667.72	\$	3,667.72
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POLICE - INVESTIGATIONS

UPS	34.83		
adorama inc	87.79		
albertson	4.76		
ripley's vacuum	44.42		
travel expenses	282.12		
united airlines	417.40		
Travel expenes	56.82		
Defensive edge academy	450.00		
palmetto state armory	1,184.36	\$	2,562.50

POLICE SPECIAL OPERATIONS

travel expenses k-9 school	1,959.53	\$	1,959.53
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PUBLIC WORKS

pearl st bageks	70.00		
asce membership	439.00	\$	509.00

SEWER DEPARTMENT

e leaven	138.35		
most wanted performance	172.14		
advanced service and parts	226.43		
PSI customer service	100.00		
fed ex	53.30	\$	690.22

START

staples	7.19		
albertsons	166.54		
travel expenses (to be refunded)	716.37		
travel expenses (to be refunded)	1,305.44		
indeed	16.05		
start supplies	227.77	\$	2,439.36

TOWN ENGINEER

asce membership	300.00		
apwa	222.82	\$	522.82

TOWN-WIDE SERVICES

dish network	128.68		
wellness program	170.95		
team viewer	924.00		
Log me in	25.44		
smiths	39.21		
dollar tree	11.86		
albertsons	29.30		
respond first aid	277.92		
sams club	5.81		
smiths	80.72		
amazon thermometer & soap ppe supplies	303.63		
amazon air purifier	324.34		
ups store	160.28		
napa	90.02		
square space	308.00		
facebook ads	70.89	\$	2,951.05

VICTIM SERVICES

staples	67.30		
coca cola	45.60		
cheyenne area convention	150.00		
smiths	80.56		
dallas childrens advocacy	600.00		
credit	(294.27)	\$	649.19

WATER DEPARTMENT

e leaven	138.30	\$	138.30
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VISA ALLOCATION	\$	(21,050.95)
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TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT:

PRESENTER: Roxanne Robinson

MEETING DATE: May 4, 2020

SUBJECT: May 2020 Events – Jackson Hole Rodeo

STATEMENT/PURPOSE

The Town Council approves all rodeo dates.

BACKGROUND/ALTERNATIVES

On December 16, 2019 the Council approved the rodeo dates for the 2020 season and that schedule included rodeos on May 23, 27 and May 30. Town staff and Teton County staff have been in discussions with Jackson Hole Rodeo and Jackson Hole Rodeo representatives are expecting that due to the COVID-19 pandemic and physical distancing orders that the May 2020 rodeos would be cancelled.

When the 2020 rodeo dates were approved in December, the June 27 date was excluded to instead allow the World Series of Roping event. In February of this year, Teton County was notified that the event organizer has chosen Sweetwater County as the location of their event for 2020 and so that date is no longer in conflict for Jackson Hole Rodeo. Teton County staff has discussed this issue with Jackson Hole Rodeo and both are in agreement that the June 27 date should be reinstated at this time in lieu of the alternate date of September 4.

The Council has several options including:

1. Cancel the May 2020 rodeo dates and reinstate June 27 as a rodeo date in lieu of September 4.
2. Discuss the cancellation and postpone action until the May 18 meeting.
3. Take no action wherein the Concessionaire and Teton County would need to comply with any public health orders in place at the time.
4. Other

COMPREHENSIVE PLAN ALIGNMENT

Cancelling May Rodeos: In order to bring back a stable and diverse economy without a relapse, public health orders must be adhered to until lifted.

Reinstating June 27 Rodeo: Rodeos in Jackson are part of the historic culture of the community and our ranching heritage. Rodeos also add to the diversity and balance of our economy by providing events that allow for local participants from dude and working ranches but also serve the tourist base of our economy. Support for the production of a quality rodeo is also important and relates to Common Value 3, Quality of Life.

STAKEHOLDER ANALYSIS

The stakeholders involved in this issue include the Town of Jackson, the Rodeo Concessionaire, the Administrative Authority, competitors and contestants in the rodeo, the citizens of the community, and the many guests to the area that attend rodeos and include this activity as part of their Jackson Hole experience.

FISCAL IMPACT

The fiscal impact of cancelling the May rodeos is significant and is part of the overall challenging economic conditions as a result of the COVID-19 pandemic and supportive physical distancing and stay-at-home orders.

May 2019 rodeos generated approximately \$50,000 towards the overall net revenue for the Concessionaire and approximately \$5000 in fees paid to the Town of Jackson.

STAFF IMPACT

Staff spent a minimal amount of time reviewing the issue and preparing the staff report.

LEGAL REVIEW

Ongoing.

ATTACHMENTS

None.

RECOMMENDATION

Staff recommends the Town Council cancel the May 2020 rodeo dates and reinstate June 27, 2020 as a rodeo date in lieu of September 4, 2020.

SUGGESTED MOTION

I move to cancel the May 2020 rodeo dates and reinstate June 27, 2020 as a rodeo date in lieu of September 4, 2020.



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration

PRESENTER: Roxanne Robinson

WORKSHOP DATE: May 4, 2020

SUBJECT: Second Amendment to Commercial Lease Agreement with Vertical Harvest

STATEMENT/PURPOSE

This item is before the Town Council as it is a requested amendment to a major lease agreement. The purpose of this item is for Council to act on a requested amendment to the Commercial Lease Agreement with Vertical Harvest regarding the revenue recapture payments.

BACKGROUND/ALTERNATIVES

In 2014, after the Town served as the grantee for a 2013 Wyoming Business Council grant, Vertical Harvest and the Town entered into a lease agreement under which Vertical Harvest pays rent for use of the Town property. In 2018, this Commercial Lease Agreement was amended (the First Amendment to Lease Agreement) to include the required revenue recapture payments, in the amount of \$2,671.01 per month, be set forth in the Lease Agreement.

In light of the financial impact of COVID-19, Vertical Harvest requested temporary relief from the revenue recapture payment. Vertical Harvest will continue making rent payments and the lease agreement is being amended such that the Town will ultimately recoup the full revenue recapture amount approved by the State of Wyoming.

In order to address Vertical Harvest's request, the Legal Department prepared a *draft* Second Amendment to Commercial Lease Agreement for Council consideration which reduces the revenue recapture payments to zero dollars for May 2020 through October 2020. The payments are then increased from \$2,671.01 per month to \$2726.85 per month moving forward to make up for the drop in payments during this period of unprecedented economic uncertainty due to the COVID-19 pandemic.

The Town Attorney spoke to representatives from Vertical Harvest and they understand and are amenable to the amendment to the lease.

Council options include:

1. Taking no action, leaving the existing revenue recapture payment in place and due each month.
2. Approve the *draft* Second Amendment to Commercial Lease Agreement as prepared.
3. Amend the *draft* Second Amendment to Commercial Lease Agreement and direct the Town Attorney to reflect those amendments in a revised Second Amendment to Commercial Lease Agreement and authorize the Mayor to execute that agreement.

COMPREHENSIVE PLAN ALIGNMENT

Providing temporary relief from the revenue recapture payments supports Policy 6.2.c: Encourage local entrepreneurial opportunities.

STAKEHOLDER ANALYSIS

The stakeholders involved include the employees (and families thereof) of Vertical Harvest, Vertical Harvest as an organization, and the general public that purchase products from Vertical Harvest.

FISCAL IMPACT

The fiscal impact of decreasing the revenue recapture payment is a reduction in the Town revenues by \$16,026.06 from May to November 2020. The revenue required to be paid to the Town by the revenue recapture agreement would be recouped over the life of the Commercial Lease Agreement, which terminates March 2044.

STAFF IMPACT

Initial staff impact of this item was moderate and involved Legal Department research on providing revenue recapture relief, preparing the draft lease amendment, working with Vertical Harvest and coordinating with Administration staff. Staff impact moving forward involves the Finance Department managing the automatic payment system for Vertical Harvest.

LEGAL ISSUES

Ongoing as needed.

ATTACHMENTS

Draft Second Amendment to Commercial Lease Agreement with Vertical Harvest.

RECOMMENDATION

Staff makes no recommendation.

SUGGESTED MOTION

If Council desires to enter into a Second Amendment to the Commercial Lease Agreement, *either of* the following motions may be made:

I move to direct town staff to finalize the Second Amendment to Commercial Lease Agreement with Vertical Harvest as presented, subject to any minor modifications necessitated by the Town Attorney, and authorize the Mayor to execute that amendment.

Or

I move to direct the Town Attorney to revise the Second Amendment to Commercial Lease Agreement with Vertical Harvest as discussed in this meeting and direct staff to finalize the revised Second Amendment to Commercial Lease Agreement with Vertical Harvest, and authorize the Mayor to execute that amendment.

SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT

This Second Amendment To Commercial Lease Agreement (**'Second Amendment'**) is entered into on April _____, 2020 by and between the Town of Jackson, a municipal corporation of the State of Wyoming, 150 E. Pearl Avenue/P.O. Box 1687, Jackson, Wyoming 83001 ("**Town**" or "**Landlord**") and Vertical Harvest L3C, a Wyoming low-profit limited liability company, with its principal address located at 120 East Broadway, Jackson, Wyoming 83001 ("**Tenant**" or "**Vertical Harvest**") (collectively the "**Parties**").

WHEREAS, on the 1st day of April 2014 the Town and Vertical Harvest entered into a Commercial Lease Agreement, pursuant to which Vertical Harvest pays Town, during the term of the Lease (including any renewal terms), rent of One Hundred Dollars (\$100.00) per month, beginning on the Occupancy Date, as defined therein, through March 31, 2034, or a later date following any renewal or amendment of the Commercial Lease Agreement; and

WHEREAS, effective on September 1, 2018, Town and Vertical Harvest entered into the First Amendment To Lease Agreement, requiring Vertical Harvest to make monthly revenue recapture payments to the Town in the amount of \$2,671.01 each month due on the 1st day of each month from September 1, 2018 through March 31, 2044; and

WHEREAS, pursuant to the First Amendment To Lease Agreement "should Tenant be granted a lease at 160 S. Milward beyond the initial term and any extensions, they shall make monthly revenue recapture payments to the Town of Jackson in an amount to be determined by the Town of Jackson to cover all expenses associated with the facility including but not limited to operations and management, maintenance, repair, insurance, and an amount to cover long term capital replacements including such items as roof replacement, elevator replacement, exterior paint and stain, etc. which expenses shall be itemized on an annual basis and provided to Tenant"; and

WHEREAS, there is an ongoing COVID-19 pandemic in the United States and the Town of Jackson, Wyoming, because of which emergency measures have been imposed to protect public health including physical distancing and the temporary closure of nonessential business; and

WHEREAS, these emergency measures to protect public health have severely, but temporarily, impacted Vertical Harvest; and

WHEREAS, this Second Amendment involves modification of the revenue recapture payment due to Town by Vertical Harvest, and not a loan.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, undertakings, and benefits to the Parties, the Parties hereto agree as follows:

1. Subsection C of Section 3, Rent, Payment, and Revenue Recapture, Is Hereby Amended As Follows:

- c) Tenant shall make monthly revenue recapture payments to the Town of Jackson on the 1st of each month in the amount of \$0.00 from May 1, 2020 through October 1, 2020 and in the amount of \$ 2,728.25 from November 1, 2020 through March 31, 2044.

2. **Governmental Immunity.**

The Town of Jackson does not waive its governmental immunity by entering into this Amendment or by it being a party to the Lease Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Amendment and the Lease Agreement.

3. **Original Lease and the First Amendment Thereto Govern Otherwise.**

Except as expressly amended herein, the Commercial Lease Agreement and the First Amendment thereto shall govern.

LANDLORD:

TENANT:

Town of Jackson

Vertical Harvest

By: _____

By: _____

Pete Muldoon

Nona Yehia

Its: Mayor

Its: CEO

ATTEST: _____

Sandra P. Birdyshaw, Town Clerk



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: PLANNING & BUILDING

PRESENTER: PAUL ANTHONY

MEETING DATE: MAY 4, 2020

SUBJECT: AMENDMENT TO PROFESSIONAL SERVICES CONTRACT (WINTER & COMPANY)

STATEMENT/PURPOSE

To approve or deny an amendment to the professional services contract with Winter & Company for the District 1: Town Square/Historic Preservation update to the Town of Jackson Land Development Regulations (LDRs) to extend the expiration date from June 1, 2020 to June 30, 2020.

BACKGROUND/ALTERNATIVES

The existing contract with Winter & Company expires on June 1, 2020, however, the consultant's services for the District 1: Town Square/Historic Preservation LDR update will be needed through June 30, 2020. The only requested change to the contract is to Article 4. Term and Termination where staff requests that the agreement expiration date be changed from June 1, 2020 to June 30, 2020 (as shown below).

Article 4. Term and Termination

The term of this Agreement shall commence on the effective date of this Agreement and shall expire on June 1, 2020, **[change to June 30, 2020]** unless otherwise extended by written request from the City and agreed upon by Contractor. Contractor or City may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement; provided, however, that all compensation earned or costs incurred prior to such termination shall be payable to Contractor. The provisions of Article 7 shall survive termination or expiration hereof.

If the extension is approved, all money on the contract will still be spent in FY20 as originally intended.

Staff is requesting that the Council approve this extension of the contract.

COMPREHENSIVE PLAN ALIGNMENT

Staff finds that the proposal is consistent with Comprehensive Plan.

STAKEHOLDER ANALYSIS

None

FISCAL IMPACT

None

STAFF IMPACT

Additional minor staff time for the Town Attorney and Planning Director will be required.

LEGAL REVIEW

Ongoing as needed.

ATTACHMENTS

Original Professional Services contract with Winter & Company

RECOMMENDATION

The Planning Director recommends that the Council approve the requested amendment to the professional services contract for Winter & Company to extend the contract expiration to June 30, 2020.

SUGGESTED MOTION

I move to direct staff to amend the existing professional services contract for Winter & Company for the District 1: Town Square/Historic Preservation LDR update to extend the contract expiration date from June 1, 2020, to June 30, 2020.

PROFESSIONAL SERVICES CONTRACT

AGREEMENT FOR SERVICES TO UPDATE THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS (LDRS) FOR CHARACTER DISTRICT 1 (TOWN SQUARE) AND HISTORIC PRESERVATION TOOLS

This Agreement for Services ("Agreement") is entered into this ____ day of _____, 2019, (hereinafter referred to as the effective date of the agreement) by and between the Town of Jackson, a Wyoming municipal corporation, P.O. Box 1687, Jackson, WY 83001 (hereinafter referred to as **City**) and Winter & Company, a sole proprietorship of the State of Colorado, 3980 Broadway, Ste 103, PMB140, Boulder Colorado 80304, (hereinafter referred to as **Contractor**)

Witnesseth

WHEREAS, the City desires to hire a consultant to assist with the preparation of an update to the Town of Jackson Land Development Regulations (LDRs) for Character District 1: Town Square and Historic Preservation standards; and

WHEREAS, Contractor has the necessary skills and experience in historic preservation zoning tools, urban design, and public facilitation; and

WHEREAS, the City desires to hire Contractor and Contractor desires to provide consulting for an update to the Town of Jackson Land Development Regulations (LDRs) for Character District 1: Town Square and Historic Preservation standards.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1. Statement of Work

Contractor shall provide professional zoning, design, historic preservation, and public facilitation services to the City as more fully described in **Exhibit A hereto – Scope of Services** which is incorporated herein by reference (hereinafter referred to as **Work**).

Article 2. Timetable

Contractor shall complete all of the Work within 12 months of the date of a written notice to proceed from the City.

Article 3. Compensation and Payment

The City agrees to pay Contractor, as full compensation for all Work provided hereunder, not to exceed \$138,835.00. Contractor shall present an appropriate invoice to the City by

AGREEMENT FOR SERVICES TO COMPLETE THE TOWN OF JACKSON

the 1st day of every month with a detailed breakdown of Work performed by hourly unit. The Contractor shall be paid per hour of completed services, plus actual direct expenses which shall be pre-approved by the City if in excess of \$5,000.00 as illustrated on **Exhibit B hereto – Budget** and **Exhibit C Schedule** which are incorporated herein by reference. The City will provide Staff to assist with certain tasks as noted in the attached scope of work. The amount of permissible compensation per Task is more fully described in **Exhibit B hereto**. It is specifically understood and agreed to by the Contractor that the amounts listed for each Task is a “not to exceed” amount and may be reallocated between tasks as needed for completion of the overall contract. Contractor shall not receive compensation in excess of the total “not to exceed” amount as set forth in this Article without the prior written approval of the City. The amount of compensation shall not vary as a result of the time of day the Work is performed or the number of hours during which services are performed in any given period of time. The City may examine all records of Contractor during reasonable hours for a period up to and including one (1) year after termination of this Agreement in order to audit and verify the aforesaid charges.

Article 4. Term and Termination

The term of this Agreement shall commence on the effective date of this Agreement and shall expire on June 1, 2020, unless otherwise extended by written request from the City and agreed upon by Contractor. Contractor or City may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement; provided, however, that all compensation earned or costs incurred prior to such termination shall be payable to Contractor. The provisions of Article 7 shall survive termination or expiration hereof.

Article 5. Place of Performance

Contractor shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or secretarial support by the City. The Contractor shall supply at its own expense, all materials, supplies, equipment, and tools required to accomplish the Work that is agreed to be performed in accordance with this agreement.

Article 6. Independent Contractor Status

It is understood and agreed the Contractor will provide the services under this Agreement on a professional basis and as an independent contractor and that during the performance of the services under this Agreement, Contractor’s employees will not be considered employees of the City within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker’s compensation, industrial accident, labor, or taxes of any kind. Contractor’s employees shall not be entitled to benefits that may be afforded from time to time to City employees, including without limitation, vacation, holidays, sick leave, worker’s compensation and unemployment insurance.

Further, the City shall not be responsible for any such withholding or paying of taxes or social security.

Article 7. Trademark and Trade Name

This Agreement does not give either Party any ownership rights or interest in the other Party's trade name or trademarks.

Article 8. General Provisions

A. Entire Agreement

This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understanding, representation, or consulting agreements whether written or oral. This Agreement cannot be modified, changed, or amended, except in writing signed by the Parties.

B. Waiver

The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the City; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.

D. Assignment and Delegation

Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

E. Severability

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and

enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.

F. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming.

G. Paragraph Headings

The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.

H. Insurance/Indemnity

Contractor agrees to secure and maintain insurance in an amount required by the City, naming the City as additional insureds, and shall indemnify, save and hold City, its officers and employees harmless from any damages, costs, liability or expenses (including reasonable attorney's fees) to the extent caused by or arising from the negligent performance of the Work or negligent actions of the Contractor, its employees or representatives in the pursuit or performance of this Agreement; provided however, that nothing contained in this section shall be construed as requiring Contractor to indemnify the City against liability for any claims, including damages, caused by or resulting from the sole negligence of the City, its officers, employees or agents. A Certificate of such insurance shall be filed with the City before commencing any of the Work under this Agreement.

I. Declaration by Independent Contractor

The Contractor declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the Work to be performed under this Agreement.

J. Sovereign and Governmental Immunities

The City does not waive its sovereign and governmental immunities by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

K. Dispute Resolution

In the event of a dispute arising under the terms of this Agreement the Parties shall, prior

to resorting to the Courts, enter into good faith efforts to mediate their differences. The Parties shall jointly select a disinterested third party to act as a mediator to facilitate the resolution of their dispute. In the event the Parties are unable to jointly decide on a mediator, they shall each select an impartial representative, the two of whom shall decide on a mediator. The mediator shall, within ninety (90) days, conduct a hearing on the matter, and submit his or her findings and conclusions to the Parties. The provisions of Wyoming Statutes shall apply to the mediation process. Each of the Parties shall share equally in the cost of the mediator, but shall otherwise each bear their own costs in the mediation process.

Article 9. Notice

For purposes of this Agreement, any notice shall be deemed properly sent and received when sent by certified mail with return receipt requested to the Parties at the following addresses:

Town of Jackson
Attn: Tyler Sinclair
P.O. Box 1687
Jackson, WY 83001

Winter & Company
Attn: Nore Winter
3980 Broadway, Ste 103, PMB140
Boulder, CO 80304

Until or unless changed by one Party giving written notice of such change of address to the other Party.

APPROVAL AND EXECUTION

IN WITNESS WHEREOF the parties have executed this Agreement on this ____ day of _____, 2019.

CITY OF JACKSON, WYOMING

Mayor Pete Muldoon

Attest:

Sandy Birdyshaw, Town Clerk

Winter & Company

Nore Winter, Principal

Winter & Company

Julie Husband, Project Manager



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: April 30, 2020
MEETING DATE: May 4, 2020

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne Devries Robinson
PRESENTER: Carl Pelletier

SUBJECT: Consideration of Upcoming Special Events Scheduled for June

STATEMENT/PURPOSE

The Mayor and Council approve the use of Town property, Town personnel, Town services and Town equipment of Town personnel for special events.

BACKGROUND/ALTERNATIVES

The Jackson Town Council approves of special events in the Town of Jackson. The COVID-19 pandemic is impacting many facets of this community including social gatherings. Special events are an important part of this community for both visitors and residents alike; however, the Town Council may wish to consider action to protect the health, safety, and welfare of residents, especially related to large gatherings and community events. Many of the special events in Jackson take place on town property and most of the special events include gatherings of more than 10 people.

Currently there is one (1) public health order regarding gatherings that is currently in effect for our area until May 15, 2020.

1. Statewide Health Order #2: Forbidding gatherings of ten (10) people or more.

One of the biggest questions regarding the COVID-19 pandemic is how long will it last? We are uncertain as to when we will be able to safely gather in large groups. With this uncertainty staff would like to present to Town Council the special events which are currently planned for the months of May and June. There are 5 (five) special events that have been previously approved by the Town Council for the month of June as well as 1 (one) special event that has submitted an application seeking approval for the month of June. In addition the Town of Jackson has historically sponsored one (1) special event in the month of May. These events include:

Events Previously Approved by Town Council

Jackson Hole ½ Marathon	June 6	Anticipated Attendance: 300 people
Touch A Truck	June 7	Anticipated Attendance: 2,500 people
Jackson Hole Live Concert #1	June 21	Anticipated Attendance: 4,500 people
Color Fun Run	June 27	Anticipated Attendance: 150 people
Jackson Hole Live Concert #2	June 28	Anticipated Attendance: 4,500 people

Event With Application Submitted, Not Yet Approved by Town Council

People's Market	June 10	Anticipated Attendance: 1,000 people
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Event Town has Historically Sponsored
Memorial Day Commemoration May 25 Anticipated Attendance: 100 people

Below is a summary of current status of May/June events:

Memorial Day Commemoration: Staff is working with TC Health Department and the event organizer to determine if there are modifications to holding this event in which it allow it to comply with current State Health Orders. In the past a special event permit has not been issued for this event as it is a Town-sponsored event.

Jackson Hole ½ Marathon: Staff is working with TC Health Department and the event organizer to determine if there are modifications to holding this event in which it allow it to comply with current State Health Orders. This event will be brought to the Town Council at a future Town Council Meeting.

Touch a Truck: The organizers of this event have indicated that they would be modifying their event. In lieu of parking many different vehicles in one location and having people gather to touch trucks, the Children's Museum is proposing to have a mini procession of 6 to 8 vehicles that would follow a 15-mile route in town (and parts of the county). Families could watch from their windows, patios, sidewalks, etc. as the vehicles drove by. The vehicles would not be stopping, but rather would drive the entire route allowing the community to see them as they drove by. The Children's Museum would publish a route so families would know where the vehicles would be circulating. This modification would not require a special event permit. Staff recommends that the Town Manager revoke the special event permits, and any associated permits previously issued for this event.

Jackson Hole Live June Concerts: The organizers have indicated they decided to cancel the June concerts in 2020 due to COVID-19. The organizers will work with staff and the TC Department of Health to assess the July concert dates. Staff will bring these events back in front of the Council at a later date. Staff recommends that the Town Manager revoke the special event permits, and any associated permits previously issued for the Jackson Hole Live Concerts schedule in June which were previously issued.

People's Market: The People's Market is a reoccurring event which has historically takes place every Wednesday night. The opening day is tentatively scheduled for June 10, 2020. This event has not yet been approved by the Town Council. Staff is working with TC Health Department and the event organizer to determine if there are modifications to holding this event in which it allow it to comply with current State Health Orders. This event will be brought to the Town Council at a future Town Council Meeting.

Color Fun Run: Staff is working with TC Health Department and the event organizer to determine if there are modifications to holding this event in which it allow it to comply with current State Health Orders. This event will be brought to the Town Council at a future Town Council Meeting.

Staff believes that it is also important to provide Council information pertaining to special events beyond the month of June. Below are special events that have historically been approved for July. Staff is willing to bring the July events back to you for reconsideration at a future Town Council meeting.

4 th of July Parade	July 4	Application has not been submitted
4 th of July Breakfast	July 4	Application has not been submitted
Fire in the Hole Fireworks	July 4	Application has not been submitted
Art Fair #1	July 10	Event has been approved at previous meeting
Jackson Hole Live Concert #3	July 19	Event has been approved at previous meeting

Should the Town Council wish to cancel these already approved large gatherings, they would do so by directing the Town Manager to cancel the events pursuant to the Jackson Municipal Code. Staff recommends the Town Council consider providing this direction only for events already approved for June 2020. There will be regular Town Council meetings occurring later in May and in early June should they wish to provide further direction to the Town Manager.

STAKEHOLDER ANALYSIS

The stakeholders include attendees, participants, and employees of the events, residents and guests to the community that may come into contact with those who have attended the event, emergency service workers required to work the event and provide services, employees of establishments pre and post event serving patrons who have attended the event, and regional, state, national, and international persons who may come into contact with those who have attended this local event. Stakeholders also included businesses impacted by cancellation of the event and decreased visitation as a result of the event.

FISCAL IMPACT

The fiscal impact of cancellation of these events has not been calculated but it will be significant. There will be direct impacts to the event organizers and sponsors, local businesses, organizations and individuals that are slated to receive donations from non-profit fundraising events, the Town for less wages and overtime to staff the events, employees of the event who may no longer be working at the event and therefore not earning wages, sales and lodging tax income to the community for reduced sales and bookings.

STAFF IMPACT

The staff impact of cancellation of the events would result in less emergency service personnel required to work and provide coverage at the events.

LEGAL REVIEW

The Town Manager may cancel permitted special events and all permits associated with each special events pursuant to the Municipal Code.

Section 12.28.100 Special Event Permit—Revocation Conditions states:

“The Town Manager or designee shall have the authority at any time to, in writing, revoke or terminate a Special Event Permit or any other permit(s) associated with a Special Event issued under this chapter upon violation of the standards for issuance as set forth in this chapter and/or conditions placed on the issuance of the Special Event Permit or any other permit(s) in association with the Special Event, or any chapter of the Town of Jackson Municipal Code or Land Development Regulations, or if the continuation of the Special Event presents a clear and present danger to the participants or the public.”

ATTACHMENTS

N/A

RECOMMENDATION

Staff recommends the Town Council provide direction only for events already approved for May and June of 2020. There will be regular Town Council meetings occurring on May 18, June 1 and June 15

should the COVID-19 circumstances induce Council to provide further direction to the Town Manager or to take further action on upcoming events.

The event organizers have indicated that they may approach Town Council at a date in the future for potential reconsideration of these events.

SUGGESTED MOTION

Motion 1:

I move to direct the Town Manager to revoke the special event permits, and any associated permits, for Touch A Truck on June 7, 2020 and all Jackson Hole Live Concert scheduled for June of 2020 because these special events, in light of COVID-19 and Statewide Public Health Order No. 2 present a clear and present danger to the participants and the public.



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Public Works

PREPARED BY: Brian Lenz, Town Engineer

MEETING DATE: May 4, 2020

PRESENTED BY: Brian Lenz, Town Engineer

SUBJECT: Connection and Use Agreement between the Mountain View Independent Baptist Church and the Town of Jackson, 1220 W Hwy 22 (P19-209)

STATEMENT/PURPOSE

The purpose of this item is for the Jackson Town Council to review the Wastewater Connection and Use Agreement and approve the signature of the agreement for the connection of the Mountain View Independent Baptist Church (the "Applicant") to the Town of Jackson's wastewater collection / treatment systems for the property located at 1220 West Highway 22.

BACKGROUND/ALTERNATIVES

The Town Council voted to "approve the proposed connection and direct staff to work with the applicant to draft the connection and use agreement to the Town sewer system for consideration by Council at a later date." at the regular council meeting on September 16th, 2019.

STAFF IMPACT

Following approval of the signature, additional impacts will include staff time for reviewing the permit application for compliance with Town construction standards and carrying out final inspections. Staff estimates this will take approximately an additional 4-6 hours.

The impact to the Town of providing wastewater service to the Applicant at this time is minimal, but contributes to the cumulative impact to Public Works staff who maintain the water supply and sewer systems as the Town continues to connect more customers both within and outside of Town limits.

LEGAL REVIEW

Ongoing, as needed.

ATTACHMENTS

The proposed Connection and Use Agreement for connection to the Town of Jackson's wastewater collection and treatment systems, including Attachment A – Sewer Utility Easement for future extension of Town sewer mains and Exhibit 1 – Showing the proposed future Sewer Utility Easement.

RECOMMENDATION

Staff recommends that council approve the agreement and authorize the signature of the Connection and Use Agreement between the Applicant and the Town of Jackson.

SUGGESTED MOTION

I move to approve the Connection and Use Agreement, including any minor edits approved by the Town Attorney and Town Engineer, between Mountain View Independent Baptist Church and the Town of Jackson for connection to the Town's wastewater collection / treatment systems and authorize the Mayor to sign the agreement.

**WASTEWATER TREATMENT FACILITIES
CONNECTION AND USE AGREEMENT BETWEEN THE
TOWN OF JACKSON AND MOUNTAIN VIEW INDEPENDENT BAPTIST CHURCH**

This Wastewater Treatment Facilities Connection and Use Agreement ("**Wastewater Agreement**") is made and entered into, by the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 ("**Utility**") and the MOUNTAIN VIEW INDEPENDENT BAPTIST CHURCH, which owns property addressed as 1220 W. Highway 22 Jackson, WY 83002 ("**Mountain View**").

WITNESSETH:

WHEREAS, the Utility is the owner and operator of a wastewater treatment plant and associated facilities, including wastewater collection and interceptor mains, ("**Utility's Wastewater System**") and by means of these facilities makes wastewater collection and treatment services available to residences and commercial properties within the Town of Jackson and, in some instances, to adjacent or nearby areas of Teton County, Wyoming; and

WHEREAS, Mountain View owns and operates the Mountain View Independent Baptist Church, including two ancillary residences, in Teton County, Wyoming located at 1220 W. Highway 22; as shown on map T-37 as the Wilson Parcel and described on the warranty deed Book 332 Page 166 both records of the Teton County Clerk;

WHEREAS, Mountain View requested permission in writing to the Town Planning Department, under application P19-209, to connect their sewer service to the Utility's Wastewater System at the regular meeting of the Town Council on September 16, 2019, and the Jackson Town Council voted to approve the request;

WHEREAS, Town of Jackson Municipal Code §13.08.020, as amended, pertaining to Wastewater Capacity Fees states that, "[a]ll expenses related to any extension from the sewer main to a private lot or within a private lot shall be borne by the property owner(s) or their designated representative";

WHEREAS, the Parties agree to provide for the construction of a sewer main extension in the future and execute the Sewer Utility Easement attached hereto, and made a part hereof by this reference, in Attachment A;

WHEREAS, Town of Jackson Municipal Code §13.08.001, as amended, pertaining to wastewater collection and treatment-management and control states that, "[t]he Town shall have exclusive control and management of the municipal sewer collection and treatment system belonging to the Town, and shall have exclusive management and control of sewer system provided to all users within and without the corporate limits and shall from time to time make such rules and regulations as are necessary for the complete management and control of the wastewater collection and treatment system. The Town shall not be responsible for the maintenance, repair or operation of sewer services or service laterals consisting of cleanouts, traps and associated elements extending from the outside diameter of the Town collection system to the point of use"; and

WHEREAS, the Utility accepts the ownership, operation, and maintenance of the existing wastewater collection system from the first manhole on the south side of Wyoming Highway 22 and west along Wyoming

Highway 22 to the terminal manhole in front of the Mountain View property. The Utility has permitting authority for extensions of said system.

NOW THEREFORE, it is hereby agreed that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by each of the said parties, Mountain View, on its own behalf or any successor in interest or assign, and the Utility, do mutually covenant and agree as follows:

1. Permission to Connect to the Utility's Wastewater Collection System.

The Utility hereby confirms, approves and authorizes Mountain View to extend the Utility's 8-inch sewer main along the west side of Wyoming Highway 22 approximately fifty feet ("**Sewer Main Extension**") and connect its sewer service and appurtenances ("**Mountain View Sewer Service**") to the Sewer Main Extension in order to connect to the Utility's Wastewater System.

Under this Agreement Mountain View has no right to additional wastewater connections or to increase the wastewater connection service size or connect any other user to the Mountain View Sewer Service, including additional connection(s) for itself.

No wastewater may be discharged to the Utility's Wastewater System until all permitting has been approved, charges and fees have been paid to the Town of Jackson, proper metering has been installed, inspections have been completed, and a proper billing account has been established with the Town of Jackson.

This permission to connect to the Utility's Wastewater Collection System is contingent on Mountain View's compliance with the Jackson Municipal Code.

2. Agreement to Treat Wastewater.

Utility hereby agrees to receive and properly treat wastewater from Mountain View, subject to the terms and conditions set forth herein, any ordinances of the Town of Jackson, and the Wyoming State Statutes.

It is agreed by the Parties that the current estimated peak wastewater volumes from Mountain View are shown in Table 1 below and that these are the maximum approved daily and monthly volume to be treated.

Peak Volume (gallons)	
DAY	MONTH
850	8500

TABLE 1: Approved peak wastewater volumes. Monthly volume is day divided by a peak factor of 3 multiplied by 30.

3. Responsibilities of Mountain View: Payment of Cost of Construction, Operation, Maintenance of the Mountain View Sewer Service, and Future Grant of Easement.

Mountain View shall be solely responsible for paying all costs associated with the design, construction, use, operation and maintenance of Mountain View Sewer Service, as well as all costs of connecting Mountain View Sewer Service to the Utility's Wastewater System including the Sewer Main Extension, and installation of an approved meter.

Mountain View shall be solely responsible for paying all costs associated with the design, construction, use, operation and maintenance of the Sewer Main Extension from the existing terminal manhole west to the connection of the Mountain View Sewer Service connection. Obligations pertaining to the operation and maintenance of the Sewer Main Extension are the responsibility of Mountain View until, if ever, ownership changes in accordance with Section 5.

Mountain View, agrees to grant and convey to Utility a sewer utility easement in substantial compliance with the easement set forth in Attachment "A," which is made a part of this Agreement by this reference, and burden an area at least 15 feet to either side of the centerline of the future sewer main, to be described in exhibits prepared at the time of easement execution based on actual sewer design at the time of construction. The cost to describe and record the Sewer Utility Easement shall not be borne by Mountain View.

Mountain View is responsible for obtaining any and all permits necessary to complete the work, including but not limited to, a Town of Jackson Sewer Connection Permit.

This Wastewater Agreement does not relieve the Mountain View from any duty to obtain any other permit or authorization that may be required by any provision of federal, state or local codes and ordinances; nor does it permit violation of any section of federal, state or local codes and ordinances.

4. Wastewater Rates, Charges and Fees.

Acknowledgement. Mountain View's wastewater rates, charges and fees for this Wastewater Agreement shall be in accordance with the standard service policies and user rates established by the Utility via ordinance and in accordance with state statute. It is acknowledged and agreed by the Parties that wastewater rates, charges and fees are subject to change, and changes thereto are applicable to Mountain View, despite that it is situated outside the Town's corporate limits. It is also acknowledged and agreed that Mountain View, given its location outside of the corporate limits of the Town, may have different rates, charges and fees than users within the Town's corporate limits.

One-Time Wastewater Capacity Fee. Mountain View agrees to pay a one-time, non-refundable Wastewater Capacity Fee that runs with the land prior to connecting to the Utility's collection system in accordance with the Jackson Municipal Code, as amended. The Wastewater Capacity Fee will be the fee set in the Jackson Municipal Code at the time of connection.

One-Time Connection Fee. If applicable, Mountain View agrees to pay a Wastewater Connection Fee to connect to Utility's facilities equivalent to the Utility's materials and labor costs to perform the connection work in accordance with the Jackson Municipal Code.

It is acknowledged and agreed by the parties that if Mountain View is approved for additional development in the future and that development requires additional connection(s) and/or up-sizing of existing capacity, new, additional Wastewater Capacity and Connection Fees will be assessed and the fees shall be those in effect in the Jackson Municipal Code at the time of the new connection and/or capacity addition.

Recurring Wastewater Rates. Mountain View agrees to pay wastewater rates for Mountain View consistent with the adopted fee schedules of the Town of Jackson in the Jackson Municipal Code, as amended.

Base Charge. Mountain View agrees to make regular and normal payment for the collection and treatment of wastewater. Wastewater volume shall be based on a water meter purchased from the Utility, or such other meter as the Utility shall approve, in accordance with the Town of Jackson Municipal Code, as amended.

Volume Rate. Mountain View agrees to pay for its wastewater volume per one thousand (1000) gallons in accordance with its wastewater class, as determined in the sole discretion of the Utility, pursuant to the Jackson Municipal Code, as amended.

Billing and Failure to Pay.

- (a) The Utility will regularly prepare an invoice to Mountain View for wastewater services and use pursuant to the Town of Jackson Municipal Code, as amended.
- (b) If any service charge is not paid within thirty (30) days after it is due, the amount thereof, together with a penalty of ten percent (10%), and a reasonable attorney's fee, may be recovered in a civil action by the Town.
- (c) Utility's billing may include surcharges for extraordinary strength wastes in accordance with the current Town of Jackson ordinances, resolutions, and regulations for such wastewater rates.
- (d) Billing for Mountain View will commence at such time as Mountain View's Sewer Service, including water meter, is installed.

5. Ownership.

Beginning at the point of connection to the Utility-owned system, as defined in the Jackson Municipal Code, the Sewer Main Extension and Mountain View Sewer Service shall be solely owned, operated, maintained, repaired, and replaced by Mountain View, who shall be responsible for all related expenses.

When, if ever, the Sewer Utility Easement is executed, ownership of the Sewer Main Extension will be transferred by Bill of Sale (or other means deemed acceptable by Utility) to the Utility, or other entity extending the sewer main, and Mountain View's ownership obligations for the Sewer Main Extension shall cease.

6. Permitting, Design and Construction.

Mountain View shall employ a Wyoming licensed professional engineer for the design and permitting of the system. Prior to construction Mountain View shall apply for a Town of Jackson Sewer Connection permit. At minimum the application shall include, but may not be limited to: engineer stamped reports, plans, specifications, and calculations related to the system design for Utility review and approval.

The construction and quality control testing shall be monitored by a Wyoming licensed professional engineer responsible for verifying that construction conforms to the project plans and specifications. Inspection reports and test results shall be submitted to the Utility upon completion of construction.

Record drawings shall be submitted electronically in Portable Document Format (PDF) with corresponding AutoCAD and GIS shape files compatible with Town Standards.

Mountain View is solely responsible for construction of all Mountain View Sewer Service to the point of connection, as defined in the Jackson Municipal Code, with the Utility's wastewater collection system.

Mountain View shall follow the Utility standards that apply to applicable construction. The Utility shall be contacted and given an opportunity, with a minimum of forty-eight hours' notice, to complete an inspection of the new system installation prior to connection.

7. Maintenance and Repairs.

Mountain View must maintain its Wastewater Conveyance System consistent with the Utility's maintenance program and shall, upon written notification from the Utility, repair system infrastructure that is deemed substandard, or in non-compliance with current and future Utility standards and/or the Wyoming Department of Environmental Quality.

In the event of any damage, infiltration, or intrusion to Mountain View's Sewer Service, Mountain View shall notify the Utility within five (5) days of learning of such event and advise the Utility of measures to remedy the problems. Mountain View shall complete all repairs or notify the Utility in writing of when the repairs will be completed within thirty (30) days of the original notification.

Upon written request from the Utility, Mountain View must conduct infiltration and intrusion (I&I) study(s) at its sole cost, which requests shall be made reasonably

Written notification that repairs have been completed is required from Mountain View to the Utility within thirty-five (35) days of the original notification, or in ten (10) days after completion if the repairs take longer than thirty (30) days.

8. Inspections and Notifications.

The Utility shall have access to Mountain View's Sewer Service for the purpose of inspecting and testing of the facility, and for the purpose of monitoring the wastewater flow and strength.

Mountain View shall notify the Utility prior to any modifications to the Mountain View Wastewater Conveyance System.

Utility shall have not less than forty-eight (48) hours' notice to inspect all new connections or modifications to Mountain View's Wastewater Conveyance System. The Utility's inspections shall be conducted solely to verify the size, capacity, and workmanship of the connection, and the Utility, by such inspection, shall not be responsible for any aspect of the new or modified line, without limitation.

9. Septic, Hazardous and Unapproved Materials Prohibited.

Septic waste, hazardous materials, or other unapproved substances shall not be introduced into the Utility's facilities without prior written approval from the Town Engineer.

10. Voluntary Termination.

Mountain View has the right to terminate this Wastewater Agreement at any time upon ninety (90) days written notice to Utility of its intent to terminate followed within thirty (30) days after the expiration of such ninety (90) day notice period by disconnection of Mountain View Wastewater Conveyance System to the Utility's wastewater collection system. Mountain View shall be responsible for all costs associated with termination and disconnection from Utility's wastewater collection system. In the event that the Mountain View disconnects prior to the expiration of the notice period, Mountain View will still be charged the Base Charge until the expiration of the notice period.

11. Liability / Indemnification.

Utility shall not have any responsibility or liability for construction, maintenance, or repair of any portion of Mountain View's Sewer Service, until such time that the sewer main is extended. At which time the Utility shall be responsible for the maintenance, repair, and replacement of the 8-inch diameter sewer main portion of the Mountain View Sewer Service.

Mountain View agrees to indemnify and hold harmless the Utility from and against any and all cost, liability, expense, and cause of action resulting from Mountain View's operations or failure to maintain or repair any portion of its system, which indemnification shall include indemnification for any and all costs of defense, including reasonable attorney's fees, for any action or proceedings in which the Utility becomes a party as a result of actions brought against it by any person arising from the provision or failure to adequately provide utility services by Mountain View.

Mountain View agrees to indemnify the Utility for any violation by Mountain View of any regulatory agency's rules and regulations, and for the imposition of fines and/or legal costs associated with such violation; for related to pretreatment requirements; for costs related to damages resulting from any improper discharge into the Utility's wastewater collection system by Mountain View or any of Mountain View's users; and/or other activity of Mountain View in violation of any rule or law.

In the event that performance of this Wastewater Agreement is prevented, or interrupted, or wastewater service is discontinued to Mountain View for any reason beyond control of the Utility, Mountain View agrees that there shall be no responsibility, liability on the part of the Utility for failure to perform or provide such service.

12. Enforcement.

This Wastewater Agreement, including the requirement to execute the easement set forth in Attachment A, may be enforced by either party by an action at law or in equity, specifically including extraordinary remedies of specific performance and injunctive relief. In the event a party shall be required to bring an action to enforce its rights pursuant to this Agreement, the prevailing party in such controversy shall be entitled to recover, in addition to any and all other relief, all costs, including a reasonable sum for attorney's fees incurred.

13. Entire Agreement and Amendment.

The Parties agree that this Wastewater Agreement, including the Recitals and Attachment hereto, reflects the entire agreement between the Parties as to the subject matter hereof, and no amendment of such agreement shall be effective unless in writing and signed by both parties.

14. Notice.

Any notice required or authorized to be given hereunder shall be deemed to have been given when either personally delivered or when delivered by facsimile or three (3) business days after deposit in the United States mail, certified mail, postage pre-paid, and addressed as follows:

<u>Utility:</u>	Town of Jackson
	Attn: Town Manager
	P.O. Box 1687
	Jackson, Wyoming 83001

Mountain View:

Mountain View Independent Baptist Church
1220 West Highway 22
Jackson, Wyoming 83002

15. Waiver.

A waiver by the either party regarding the breach of any of the provisions of this Wastewater Agreement shall not bar the right of the other party to enforce the terms of this Wastewater Agreement.

16. Binding.

This Wastewater Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon written agreement by the parties, or their heirs, legal representatives, successors, and permitted assigns.

17. Severability.

If a Court finds any provision of this Wastewater Agreement to be invalid or unenforceable, such finding shall not render the entire agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provisions of this Wastewater Agreement in all other respects shall remain valid and enforceable.

18. Additional Documents and Acts.

Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Wastewater Agreement and the transactions contemplated hereby.

19. Counterpart Signatures.

This Wastewater Agreement may be executed in one or more counterparts and shall become a binding agreement when one counterpart has been signed by each of the parties. Facsimile signatures shall be binding herein.

20. Conflict of Laws, Jurisdiction, Construction.

This Wastewater Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Wastewater Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Wastewater Agreement was negotiated by both parties hereto. As such, it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

21. Conflict Between Agreement and Municipal Code.

In the event that there exists a conflict between any term, condition or provision contained within this Agreement, and any term, condition or provision of the Jackson Municipal Code, the term, condition or provision contained within the Jackson Municipal Code shall control.

22. Governmental Immunity.

The Town of Jackson does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Wastewater Agreement.

This Wastewater Agreement will be effective on the date last affixed below.

MOUNTAIN VIEW INDEPENDENT BAPTIST CHURCH, A _____ of the State of Wyoming

By: _____ Date: _____
Gary Wayne Winters

Title: _____

By: _____ Date: _____
Loren Dean Erickson

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Gary Wayne Winters as the _____ of Mountain View Independent Baptist Church, and by Loren Dean Erickson as the _____ of Mountain View Independent Baptist Church, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this ____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My commission Expires:

TOWN OF JACKSON, a municipal corporation of the State of Wyoming

Pete Muldoon, Mayor

Date: _____

ATTEST: _____
Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Pete Muldoon, as the Mayor of the Town of Jackson, and Sandra P. Birdyshaw, as the Town Clerk for the Town of Jackson, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this _____ day of May 2020.

Witness my hand and official seal.

Notary Public
My commission Expires:

ATTACHMENT A

TO THE WASTEWATER TREATMENT FACILITIES CONNECTION AND USE AGREEMENT BETWEEN TOWN OF JACKSON AND MOUNTAIN VIEW INDEPENDENT BAPTIST CHURCH

SEWER UTILITY EASEMENT

This SEWER UTILITY EASEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2020 by and between the MOUNTAIN VIEW INDEPENDENT BAPTIST CHURCH, which owns property addressed as 1220 West Highway 22, Jackson, WY 83002 ("**Grantor**") and TOWN OF JACKSON, a Wyoming municipal corporation of P.O. Box 1687, Jackson, Wyoming, 83001 ("**Grantee**"), together "**Parties**."

RECITALS

WHEREAS, Grantor is the owner of the property located at 1220 W. Highway 22, as shown on map T-37 as the Wilson Parcel and described on the warranty deed Book 332 Page 166 both records of the Teton County Clerk, ("**Property**"); and

WHEREAS, Grantee currently owns and operates sewer main facilities located underneath portions of West Highway 22 and certain properties adjacent thereto; and

WHEREAS, Grantor requested permission in writing to the Town Planning Department, under application P19-209, to connect their sewer service to the Utility's Wastewater System at the regular meeting of the Town Council on September 16, 2019, and the Jackson Town Council voted to approve the proposed connection and direct staff to work with the applicant to draft a connection and use agreement to the Town sewer system for consideration by Council at a later date; and

WHEREAS, per the Wastewater Treatment Facilities Connection and Use Agreement Between The Town of Jackson and Mountain View Independent Baptist Church (the "**CUA**"), Grantor agrees to grant a sewer utility easement to the Grantee, for the layout, construction, operation, maintenance, repair, and replacement of the sewer main in the form of this Agreement; and

WHEREAS, Grantor desires to declare and establish a perpetual non-exclusive easement to and for the benefit of Grantee in, under, over, through, across and on that portion of the Property described on Exhibit "1" attached hereto and made a part hereof ("**Easement Area**").

AGREEMENT

NOW, THEREFORE, it is hereby agreed that in consideration of the Recitals above, Ten Dollars (\$10.00) paid to the Grantor by the Grantee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by each of the said Parties, Grantor, on its own behalf or any successor in interest or assign, and the Town, do mutually covenant and agree as follows:

1. Grant of Perpetual Non-Exclusive Easement. Grantor hereby declares and establishes for the benefit of Grantee and the public, a perpetual non-exclusive easement in, on, over, across, under and through the Easement Area, described on Exhibit 1 attached hereto and made a part hereof, for the purpose of placing, accessing, entering, laying out, constructing, inspecting, operating, maintaining, altering, repairing, and/or

replacing sewer main facilities and appurtenances ("**Sewer Mains**") and other related activities within the Easement Area, including but not limited to the following to the extent reasonably necessary for the exercise of the easement rights conveyed herein: staging materials, supplies and equipment for the removal and replacement of the Sewer Mains, manholes, cleanouts and appurtenances thereto, together with the right to remove trees, bushes, undergrowth, and other obstructions interfering with the installation, construction, and maintenance of said Sewer Mains ("**Easement**").

2. **Improvement and Maintenance; Repair of Surface.** Grantee shall give Grantor at least fourteen (14) days advance written notice of its intent to exercise its right under this Easement for planned construction, repair, maintenance, etc., and shall use reasonable efforts to notify Grantor of its intent to exercise its right under this Easement for unplanned repairs and maintenance when such prior notice is feasible. Prior to final completion of any work in the Easement Area, Grantee shall be required to repair, replace, or rebuild any items damaged on account of any work within the Easement Area, including but not limited to sidewalks, curb and gutter, pavement, retaining walls, and landscaping existing at the time of commencing any work, and to restore the property to an equivalent or better condition than it was found in immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors. Grantee shall perform such work in a workmanlike manner and consistent with Town construction standards. Grantor shall have the opportunity to review all work restoring the Easement Area.

Grantor shall be responsible for removing any moveable objects within the Easement Area prior to work by Grantee, and pursuant to Paragraph 3. Grantee is not responsible for repairing, replacing or rebuilding any moveable objects created by Grantor within the Easement, but must use reasonable efforts to avoid damaging movable objects within the Easement Area.

3. **Reservation of Grantor.** Grantor reserves unto itself, its guests, invitees, legal representatives, heirs, successors and assigns, the right to use the Easement Area, subject to this Easement, for any purpose whatsoever which does not damage or destroy Grantee's Easement and/or does not block, encroach or interfere with Grantor's rights, including access to the Easement Area. Grantor specifically retains the right to place moveable objects upon the Easement Area that do not interfere with the Grantee's rights set forth herein, together with the right to utilize the Easement Area for parking, storage, driveway (excluding heated driveway), or business purposes, with the understanding that the Grantee is not responsible for repairing, replacing or rebuilding any moveable objects or encroachments created by Grantor within the Easement Area so long as Grantee uses reasonable to avoid damaging such movable objects or encroachments.

4. **Notice.** Any notice required or authorized to be given hereunder shall be deemed to have been given when either personally delivered or seven (7) business days after deposit in the United States mail, certified mail, postage pre-paid, and addressed as follows:

Grantee: Town of Jackson
Attn: Town Manager
P.O. Box 1687
Jackson, Wyoming 83001

Grantor: Mountain View Independent Baptist Church
1220 West Highway 22
Jackson, WY 83002

5. **No Merger.** This Agreement and the Easement and rights declared and established herein are intended to remain separate from the Grantor's fee simple interest in the Easement Area and shall not merge therewith.

6. **Governing Law, Jurisdiction, Construction.** Any recitals in this Agreement are represented by the Parties to be accurate and constitute a part of the substantive Agreement. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America for the District of Wyoming. This Agreement was negotiated by both Parties hereto. As such, this Agreement shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

7. **Enforcement.** If either Party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, it may be enforced by either party by an action at law or in equity and each party shall be responsible for their own expenses and costs, including attorneys' fees.

8. **Term.** The grant is an easement running with the land and shall be perpetual.

9. **No Assumption of Liability.** Grantor, by granting, declaring and establishing the Easement, does not assume any responsibilities or liabilities with respect thereto, nor shall Grantor at any time incur any liability for failure to comply with any law, ordinance, regulation or order with respect to this Easement.

10. **Warranties.** Grantor makes no representations or warranties, express or implied, in connection with the Easement or the Property, whether of fitness of use, condition, purpose, or of any other nature. Notwithstanding the foregoing, Grantor represents and warrants that Grantor has the authority to grant the Easement contained herein.

11. **Severability.** If a court finds one or more of the provisions contained in this Agreement invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. **Entire Agreement; Modification.** This Agreement, including the Recitals and the attached Exhibit, embodies and constitutes the entire agreement between the Parties with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated, in whole or in part, unless agreed to in writing by the Parties, except as otherwise specifically set forth herein; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

13. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

14. **Binding Effect.** This Agreement shall be binding on the Parties, their heirs, successors and assigns.

15. **Indemnity.** Grantee agrees to indemnify, defend and hold harmless Grantor, their beneficiaries,

employees, heirs, successors and assigns (“**Grantor Indemnities**”) from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorney’s fees and litigation costs incurred by Grantor Indemnities in connection therewith) and for any and all loss of life, injury to persons or damage to the Property as a result of work by the Grantee and Grantee’s agents and contractors within the Easement Area. All indemnification provided for herein shall not include indemnification for negligence of Grantor Indemnities or for actions of Grantor Indemnities which would otherwise make the indemnification void pursuant to Wyoming State Statutes, Wyoming law or any other applicable law.

16. **Waiver.** A waiver by the either Party regarding the breach of any of the provisions of this Agreement shall not bar the right of either Party to enforce the terms of this Agreement.

17. **Governmental Immunity.** The Town of Jackson does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Wastewater Agreement.

18. **Assignment.** Grantee may assign or transfer any or all rights or obligations under this Agreement, in whole or in part with the prior written consent of Grantor, which consent shall not be unreasonably withheld.

GRANTOR:

Mountain View Independent Baptist Church, a _____ of the State of Wyoming

By: _____

Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as the _____ of Mountain View Independent Baptist Church, who is personally known to me or has established their identity and authority to me by reasonable proof, this ____ day of _____, 2020.

WITNESS my hand and official seal.

Notary Public

My commission expires:

GRANTEE:

TOWN OF JACKSON, a Wyoming municipal corporation

Pete Muldoon, Mayor

ATTEST: _____

Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Pete Muldoon, as the Mayor of the Town of Jackson, Wyoming, and by Sandra P. Birdyshaw as the Town Clerk of the Town of Jackson, Wyoming, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this ____ day of _____, 2020.

WITNESS my hand and official seal.

Notary Public
My commission expires:

THOMAS WARD

1250 W HWY 22
PIDN 22-4-16-32-1-00-020

15.0' FROM PROPOSED FUTURE
SANITARY SEWER ALIGNMENT

EXISTING RETAINING WALL

BOUNDARY OF SEWER UTILITY EASEMENT

MOUNTAIN VIEW
INDEPENDENT BAPTIST
CHURCH

1220 W HWY 22
PIDN 22-41-16-32-1-99-001

EXISTING PAVED PATHWAY

HIGHWAY 22

EXISTING CURB

PROPERTY
BOUNDARY

PROPOSED FUTURE
SANITARY SEWER
ALIGNMENT

BOUNDARY OF
EXISTING WYDOT ROW

30.0' WIDE EASEMENT
(15.0' EACH SIDE OF CENTERLINE
OF EXISTING SANITARY SEWER LINE)

EXISTING SANITARY SEWER LINE

167°

176.6'

EXHIBIT 1
TO ACCOMPANY
SEWER UTILITY EASEMENT
GRANTED BY

THE MOUNTAIN VIEW INDEPENDENT BAPTIST CHURCH
TO
THE TOWN OF JACKSON



JORGENSEN

JACKSON, WYOMING 307.733.5150
www.jorgeng.com

PREPARED BY: JL/TK

MAP PREPARED: 04/28/2020

PROJECT NUMBER: 19098.10

PAGE: 1 OF 1



TOWN OF JACKSON

Agenda Documentation

SUBMITTING DEPARTMENT: PLANNING

PRESENTER: PAUL ANTHONY

MEETING DATE: MAY 5, 2020

SUBJECT: **P20-080:** COUNCIL TO PROVIDE DIRECTION ON A SCHEDULE FOR IMPLEMENTATION OF THE DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

PURPOSE OF ITEM

The purpose of this item is to present for Town Council's consideration whether the Council still supports directing staff to implement the parking changes this summer outlined in the approved Downtown Parking and Mobility Management Plan (Downtown Parking Plan).

DESIRED OUTCOME

The intent is to have the Council confirm or modify its previous direction to staff to implement the "short-term" parking action items (e.g., changing Home Ranch Lot to 3-hr parking and all downtown 3-hr parking to 2-hr parking, etc.) per the Downtown Parking Plan.

BACKGROUND/ALTERNATIVES

The Council approved by resolution the Downtown Parking Plan on July 15, 2019. It then provided final direction on the implementation of individual items in the Downtown Parking Plan on December 16, 2019.

However, prior to beginning implementation of the "short-term" action items this summer (see list below), staff added a summary in the Town Manager's report in the Council's April 21, 2020, review packet to confirm with the Council that it was still supportive of making the approved changes to downtown parking -- especially in light of the unforeseen Coronavirus pandemic. The Council confirmed to staff to proceed with the parking changes at that meeting. However, staff has become aware that since the meeting on April 21, that the Chamber of Commerce and perhaps others have expressed concern about the possible adverse impacts the parking changes could have on businesses that are already being negatively impacted by the pandemic.

Thus, the purpose of this item is not to revisit the details of the Downtown Parking Plan but to ask the Council whether it wants to implement all or some of the below approved "short-term" downtown parking changes given current circumstances:

1. **Convert Home Ranch Parking Lot to 3-hr parking from May 15 – September 15. This change would not apply to the larger RV/bus parking spaces;**
2. **Convert all 3-hr downtown parking spaces to 2-hr parking;**
3. Convert Taxi-to-Fly spaces in parking garage to regular public parking spaces (already scheduled to occur);
4. Add ADA accessible parking downtown (already begun);
5. Add bicycle parking downtown;
6. Add 15-minute stall near high-turnover businesses;
7. Add section to Municipal Code Require Drivers to Move at Least One Block to Avoid a Time-Limit Citation; and
8. Develop employee parking maps and communication program

In particular, staff is interested in asking the Council about Items #1 and #2 because they have the greatest potential to change employee parking options downtown and affect business. It is staff's assumption that these two items are likely the cause of the greatest concern to the Chamber of Commerce and any others.

Items #1 and #2 were scheduled to be implemented by May 15 of this year, so staff has already begun preparations and would like confirm direction now to ensure that we are spending time and money on the Council's most current priorities.

In the interest of time, staff has attached the most recent staff report on the Downtown Parking Plan from December 16, 2019, for the Council's reference and history on this item.

Options for Council:

1. Confirm existing direction to implement all 8 items listed above this summer;
2. Modify existing direction to implement only certain items in the list above (e.g., not Items #1 and #2);
3. Keep same items but modify when items are to be implemented (e.g., postpone implementation from this summer to next summer); or
4. Other.

PUBLIC COMMENT

No public comment has been received by the Planning Department.

STAKEHOLDER ANALYSIS

This project has many stakeholders including downtown property owners, business operators, town residents, and visitors.

FISCAL IMPACT

Each action item in the Implementation Schedule for the Downtown Parking and Mobility Management Plan provides a general assessment of the required additional financial resources needed to implement that action item (see attachment).

STAFF IMPACT

Responsibility for implementation of the actions item in the Parking Plan will reside mostly with Planning, Public Works, Police, and Legal departments. As with the fiscal impacts, the Implementation Schedule only provides a general assessment of the amount of staff time needed to implement the action items.

LEGAL ISSUES

The Town Attorney has not conducted legal review on the Downtown Parking and Mobility Management Plan but will provide legal review for any future implementation items on an as-needed basis.

ATTACHMENTS

Council Workshop staff report (12.19.19)

RECOMMENDATION

Staff does not have a recommendation on this item.

SUGGESTED MOTIONS

I move to direct staff to implement the “short-term” action items in the Downtown Parking and Mobility Management Plan, dated May 2019, with the following direction:

[Council can choose or modify the below options]

- Implement all 8 items listed above this summer as currently approved;
- Implement only the following action items from the list above (e.g., not Items #1 and #2);
- Keep the same action items but modify when items are to be implemented (e.g., postpone implementation from this summer to next summer); or
- Other.



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: APRIL 30, 2020
MEETING DATE: MAY 4, 2020

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: PAUL ANTHONY
PRESENTER: TYLER VALENTINE

SUBJECT: **ITEM P20-063:** A REQUEST FOR APPROVAL OF A PARTIAL VACATION WITHOUT REPLAT TO VACATE THREE PROPERTY LINES AND CREATE A SINGLE LOT IN THE KARNS SECOND ADDITION TO THE TOWN OF JACKSON.

APPLICANT: ERIKA M. NASH – LONG REIMER WINEGAR, LLC

OWNER: BASE CAMP, LLC

STATEMENT/PURPOSE

Applicant is requesting a Partial Vacation Without Replat, pursuant to LDR Section 8.2.13.C.5, to combine four lots (Lots 4, 5, 6, & 7) into one lot (Lot 7a) by vacating the subject lot lines on the Karns Second Addition to the Town of Jackson plat.

APPLICABLE REGULATIONS

- LDR Section 8.2.13.C. Subdivision Plat Amendment

LOCATION

The property is located at 640 & 650 S. Glenwood Street and legally described as Lots 4 – 7, Block 4, of the Karns Second Addition to the Town of Jackson. An aerial photo of the parcel and immediate neighborhood is shown below:

BACKGROUND

The South Glenwood apartment project received Sketch Plan (P17-200) and PUD (P17-201) approval from Town Council on November 19, 2018, for a new 20-unit apartment complex. On September 16, 2019, the Town Council approved the Development Plan (P19-137) for the apartment complex which was consistent with the previous Sketch Plan and PUD approvals. The project will be built over the span of four town lots, Lots 4-7, Block 4 of the Karns Second Addition. Because the building code does not allow structures to be built across property/lot lines, the lot lines of the four lots must be vacated to create a single lot. The applicant has submitted a building permit (B20-0154) for the project which is currently under review. The building permit cannot be issued until these lot lines are vacated. The appropriate process for accomplishing the lot vacation and combination is the Partial Vacation Without a Replat process in Sec. 8.2.13.C.5. of the LDRs.

PROJECT DESCRIPTION

As described above in the Background section, the applicant is requesting a Partial Vacation Without Replat, pursuant to LDR Section 8.2.13.C.5, to combine four lots (Lots 4, 5, 6, and 7) into one lot (Lot 7a) by vacating the shared lot lines in the Karns Second Addition to the Town of Jackson. The new single lot would be referred to as Lot 7a and would be .62 acres in size.

STAFF ANALYSIS / STAFF FINDINGS

The Karns Second Addition is a recorded plat that may be amended through the vacation process as authorized by state statutes. The Partial Vacation Without Replat process in Sec. 8.2.13.C.5 requires applications to meet the following standards:

Section 8.2.13.C.5. Partial Vacation Without Replat. Vacation of one or more building envelopes, notes, a lot line for the purpose of combining one or more lots, or a private road or utility easement does not require a new plat provided the following standards are met:

- a) an instrument shall be filed with the County Clerk stating that the proposed partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat, and it shall include an acknowledgement by all parties affected by the vacation and an acknowledgement by Town Council;*

Complies, as conditioned. The applicant has provided an appropriate affidavit to be recorded with the County Clerk that the proposed lot vacation and combinations should not have any significant or adverse impact on the other lots in the subdivision. Staff agrees that the submitted instrument meets the intent of Sec. 8.2.13.C.5.a.

- b) if approved, the County Clerk shall make the appropriate annotation on the plat referencing the vacated notations and shall also include on said plat, the volume and page in which the instrument of partial vacation is recorded;*

Complies, as conditioned. The applicant's instrument provides direction to the County Clerk to make the necessary changes to the plat to effect the lot combination, provided that the instrument is modified consistent with the comments from the County Clerk's office.

- c) A map may need to be provided for a building envelope vacation; and*

Not applicable.

- d) *For a lot combination, language shall be included in the partial vacation instrument that states that the combined lots shall be treated as one lot for purposes of the LDRs and cannot be resubdivided without further approval from the Town.*

Complies. The submitted instrument includes language consistent with this requirement.

Staff confirms that the Applicant's request for a Partial Vacation Without Replat meets the required standards as outlined above. The required instrument for the Partial Vacation Without Replat is attached. Staff supports the proposed vacation because doing so will enable development of a 20-unit apartment project consistent with the previously approved Sketch Plan, PUD and Development Plan.

ATTACHMENTS

Applicant Submittal
Partial Vacation Without Replat Affidavit
Departmental Reviews

FISCAL IMPACT

None identified.

STAFF IMPACT

None identified.

LEGAL REVIEW

Ongoing as needed.

STAFF RECOMMENDATION/ CONDITIONS OF APPROVAL

The Planning Director recommends that Town Council approve the Partial Vacation Without Replat for Lots 4, 5, 6, and 7 of the Karns Second Addition to the Town of Jackson subject to the Land Development Regulations, departmental reviews attached hereto, and the following condition of approval:

1. The applicant shall address the comments from the County Clerk's office within 30 days of approval of this Partial Vacation Without Replat application.

SUGGESTED MOTION

Pursuant to the standards in Section 8.2.13.C.5. Partial Vacation Without Replat, I move to **approve** the Partial Vacation Without Replat to vacate the lots line between Lots 4, 5, 6, and 7 and combine the lots into one lot (Lot 7a) in the Karns Second Addition to the Town of Jackson, subject to the Land Development Regulations and this staff report dated May 4, 2020, and the following condition of approval:

1. The applicant shall address the comments from the County Clerk's office within 30 days of approval of this Partial Vacation Without Replat application.

For Office Use Only

Fees Paid _____

Date & Time Received _____

Application #s _____

Please note: Applications received after 3 PM will be processed the next business day.

PROJECT.

Name/Description: _____

Physical Address: _____

Lot, Subdivision: _____ PIDN: _____

PROPERTY OWNER.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

APPLICANT/AGENT.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

DESIGNATED PRIMARY CONTACT.

_____ Property Owner _____ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson/200/Planning

Use Permit

_____ Basic Use

_____ Conditional Use

_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment

_____ Variance

_____ Beneficial Use Determination

_____ Appeal of an Admin. Decision

Physical Development

_____ Sketch Plan

_____ Development Plan

_____ Design Review

Subdivision/Development Option

_____ Subdivision Plat

_____ Boundary Adjustment (replat)

_____ Boundary Adjustment (no plat)

_____ Development Option Plan

Interpretations

_____ Formal Interpretation

_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment

_____ Map Amendment

Miscellaneous

_____ **Other:** _____

_____ Environmental Analysis

PRE-SUBMITTAL STEPS. *To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.*

Pre-application Conference #: _____ Environmental Analysis #: _____

Original Permit #: _____ Date of Neighborhood Meeting: _____

SUBMITTAL REQUIREMENTS. *Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type for submittal requirements.*

Have you attached the following?

_____ **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

_____ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

_____ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

Note: *Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.*

Under penalty of perjury, I hereby certify that I have read this application and associated checklists and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of Teton County to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Signature of Property Owner or Authorized Applicant/Agent

Date

Name Printed

Title

March 17, 2020

Paul Anthony, Teton County Planning Director
P.O. Box 1687 / 150 East Pearl Avenue, Jackson, WY 83001

Re: 640-650 South Glenwood Street, Lot Combination—Architect's Narrative

Dear Mr. Anthony,

As the South Glenwood Apartments at 640-650 South Glenwood Street, have received an approval for the Final Development Plan, and are presently seeking a building permit, it has come to our attention that the 4 existing contiguous lots must be combined in order to satisfy fundamental Building Code Requirements.

On behalf of our client, Base Camp LLC, MERGE Architects, is requesting the Town of Jackson Council acknowledgement for a lot combination of Lots 4, 5, 6 & 7 of the 4 Karns Addition, Plat 128 at 640-650 South Glenwood Street.

Markings on a reference copy of the C1.0 map that is associated with Plat map 128, is included as a visual description for the lot combination.

If application is sufficient, please schedule the item as appropriate for the earliest upcoming Council meeting and let us know if we or a representative from our project team needs to be present for the meeting.

Thank you.

Sincerely,



Elizabeth Whittaker, AIA
MERGE Architects, Principal
beth@mergearchitects.com
617 670 0265

**PARTIAL VACATION WITHOUT REPLAT / LOT COMBINATION OF LOTS 4, 5, 6 & 7 OF THE 4
KARNS ADDITION, PLAT 128 AT 640-650 SOUTH GLENWOOD STREET, TOWN OF JACKSON**

WHEREAS, the Town of Jackson Council has previously approved a Final Development Plan (P19-137 & 138) for twenty units of workforce housing on the four subject lots, and

WHEREAS, having determined that the proposed partial vacation / lot combination does not abridge or destroy any rights and privileges of other proprietors in said plat; and

WHEREAS, the partial vacation without replat / lot combination is acknowledged by all affected parties and approved by the Town Council, and

WHEREAS, the combined lots shall be treated as one for all purposes under these LDRs and cannot be resubdivided without receiving subdivision approval under the LDRs in effect at that time, and

WHEREAS, Merge Architects has prepared the required application and this instrument of documentation.

NOW, THEREFORE, BE IT ACKNOWLEDGED that the Town of Jackson Council hereby requests the Teton County Clerk to make the appropriate annotations on Plat No. 128 and Map C1.0, referencing the partially vacated plat boundary lines for the lot combination of lots 4, 5, 6 & 7 as further described below, and that the County Clerk also make reference on said plat and map to the volume and page in which this required instrument of partial vacation without replat is recorded:

1. Eliminate the boundary line between lots 4 & 5.
2. Eliminate the boundary line between lots 5 & 6.
3. Eliminate the boundary line between lots 6 & 7.
4. The 4 subject lots shall be combined into one lot to here forth be labeled and referred to as Lot 7A and consisting of 0.62 acres..

FURTHER, all of the above is in accordance with the Town of Jackson Land Development Regulations, **Section 8.2.13 Amendments of Permits or Approvals**, paragraph **C.5 Subdivision Plat Amendment/Partial Vacation Without Replat**, and it is expressly permitted by said regulations.

OWNER ACKNOWLEDGEMENT:

(signature)
Base Camp LLC Representation

(print name) (title)
Base Camp LLC Representation

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____
on this _____ day of _____, 2020.

Notary Public

My commission expires

Witness my hand and official seal.

TOWN ACKNOWLEDGEMENT:

Pete Muldoon, Mayor
Town of Jackson

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

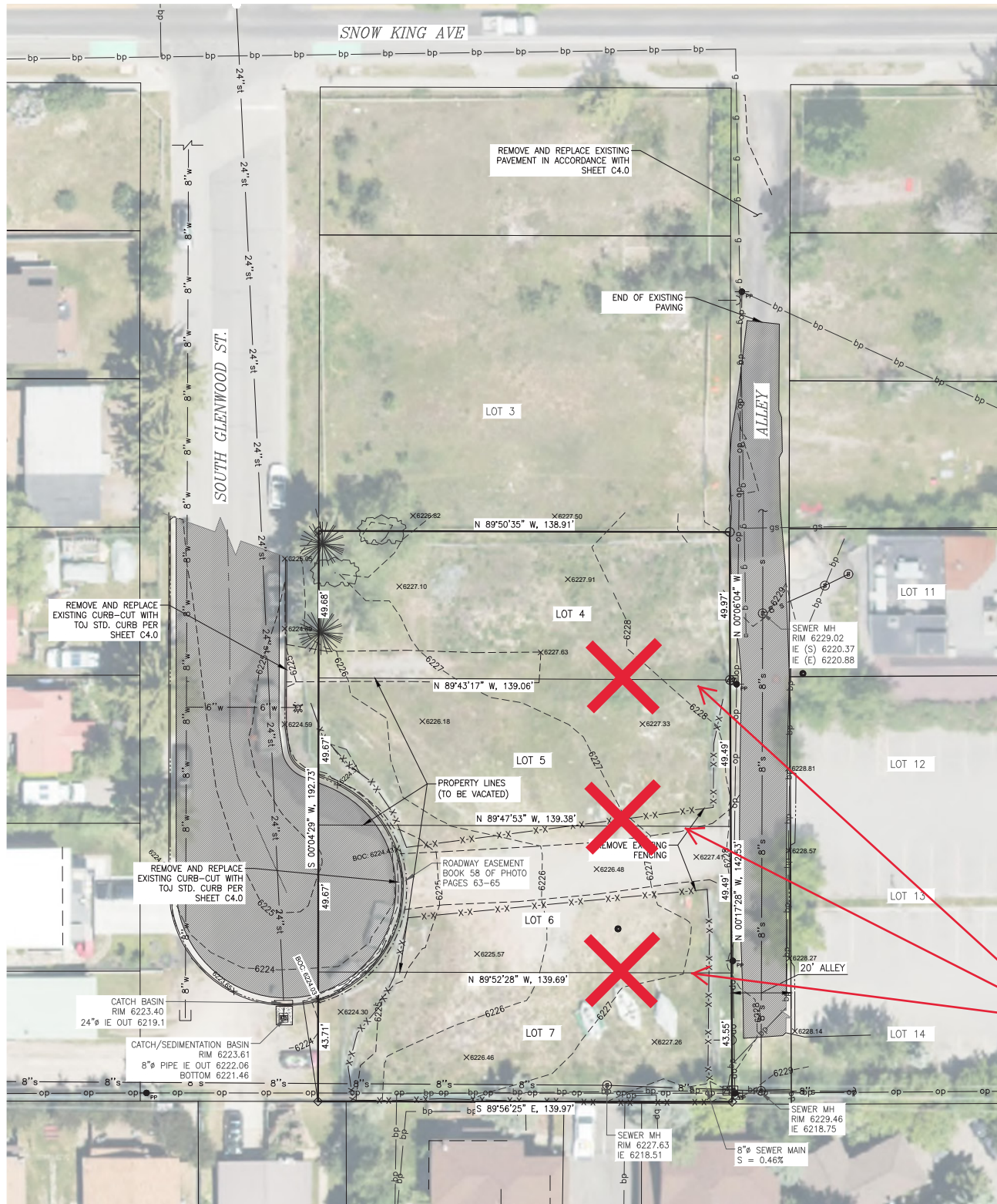
The foregoing instrument was acknowledged before me by Pete Muldoon, as Mayor of the Town Council
on this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

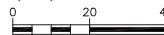
My commission expires

S:\Proj\2017\196-20-646-003 General\110 EPN\110 Drawings\110 Existing Streets\CL1 - EXISTING SITE & DEMO PLAN - 12-18-2019 11:45:00 PM - 11/12/2019 11:45:00 PM - 11/12/2019 11:45:00 PM



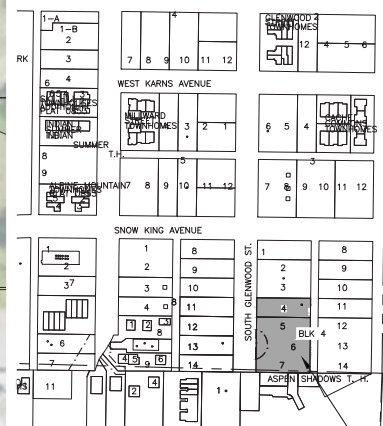
EXISTING SITE & DEMO PLAN

SCALE: 1" = 20' (24X36)



CIVIL DRAWING INDEX

DWG NO.	DESCRIPTION
C1.0	EXISTING SITE & DEMO PLAN
C1.1	FINAL SITE PLAN
C2.0	CONSTRUCTION STAGING & PHASING PLAN
C3.0	UTILITY PLAN
C3.1	WATER SERVICE PLAN AND PROFILE
C3.2	SEWER SERVICE PLAN AND PROFILE
C3.3	UTILITY DETAILS
C3.4	UTILITY DETAILS
C3.5	UTILITY DETAILS
C3.6	UTILITY DETAILS
C4.0	GRADING PLAN
C4.1	GRADING DETAILS
C4.2	GRADING DETAILS
C5.0	SIGN & STRIPING PLAN



VICINITY MAP
NE1/4 SE1/4
SECTION 33
TOWN OF JACKSON
TETON COUNTY, WY

THIS SURVEY

LOTS 4-7 = 26,846 SF OR 0.616 ACRES
RIGHT OF WAY EASEMENT = 1,710 SF OR 0.39 AC.

DEMOLITION REQUIREMENTS:

1. COMPLY WITH THE GENERAL CONSTRUCTION NOTES ON SHEET C1.1.
2. CONTRACTOR SHALL OBTAIN RIGHT-OF-WAY PERMIT FROM THE TOWN OF JACKSON FOR WORK COMPLETED IN THE PUBLIC RIGHT-OF-WAY.
3. CONTRACTOR SHALL COORDINATE WITH TOJ OR UTILITY COMPANIES FOR DISCONNECTION OF SERVICES PRIOR TO DEMOLITION.

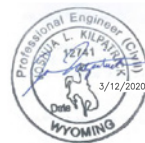
PROPERTY
BOUNDARIES TO
BE VACATED

DOCUMENT HAS BEEN
REPRODUCED AT 40%
ORIGINAL SIZE



3/12/2020 - BUILDING PERMIT SET

REGISTRATION



CLIENT

BASE CAMP LLC (D. COHEN & ASSOCIATES LLC)
40 RICHMOND AVENUE, SUITE 105
WESTPORT, CT 06880
(203) 227-2390

ARCHITECT

MERGE ARCHITECTS, INC.
300 CONSUMERS ST., FLOOR 8
BOSTON, MA 02210
(617) 670-0265

LANDSCAPE ARCHITECT

AGROSTIS, INC.
1130 MAPLE WAY, SUITE 20
PO BOX 3014 | JACKSON, WY 83001
(307) 415-3863

CIVIL/STRUCTURAL ENGINEER

NELSON ENGINEERING
430 CACHE ST., PO BOX 1599
JACKSON, WY 83001
(307) 733-2087

MEP ENGINEER

ENERGY-A, LLC
225 EAST BROADWAY
JACKSON, WY 83001
(307) 200-2210

MERGE ARCHITECTS, INC.
SOUTH GLENWOOD APARTMENTS
640-650 SOUTH GLENWOOD ST
JACKSON, WY 83001

12/19/19 DD SET

1/24/20 PRE-APPLICATION SET

3/12/20 BUILDING PERMIT SET

THE CONTRACTOR IS RESPONSIBLE
FOR MATERIALS, DETAILS AND
ACCURACY, FOR ALL QUANTITIES AND
DIMENSIONS, FOR SELECTING
FABRICATION PROCESSES, FOR
TECHNIQUES OF ASSEMBLY, FOR
PERFORMING WORK IN A SAFE MANNER,
AND FOR COORDINATING WORK WITH
THAT OF ALL TRADES

JOB NO.: 17261

SCALE: AS INDICATED

DATE: 3/12/2020

DRAWING TITLE

EXISTING SITE
& DEMOLITION PLAN

SHEET NO.

C1.0

LETTER OF AUTHORIZATION

Base Camp, LLC

, "Owner" whose address is: 49 Richmondville Ave, Suite 105

Westport, CT, 06880

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

, as the owner of property
more specifically legally described as: LOTS 5-6-7, BLK. 4, KARNS-2

(If too lengthy, attach description)

HEREBY AUTHORIZES New West Building Company

as agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

OWNER:

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Special Limited Manager Agent

(if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner)

STATE OF Wyoming)

)SS.

COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Erika M. Nash this 18th day of March, 2020.

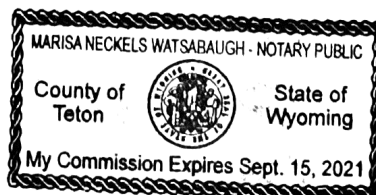
WITNESS my hand and official seal.

(Seal)

Marisa N. Watsabaugh
(Notary Public)

My commission expires:

09-15-2021



PLANNING

Project Number	P20-063	Applied	3/26/2020	STOL
Project Name	Boundry Adj no plat - Base Camp	Approved		
Type	MINOR BOUNDARY ADJUS	Closed		
Subtype	NO PLAT	Expired		
Status	STAFF REVIEW	Status		

Applicant	Long Reimer Winegar	Owner	BASE CAMP, LLC
------------------	---------------------	--------------	----------------

Site Address	City	State	Zip
640 S GLENWOOD STREET	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
KARNS 2ND	22411633138006	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
County Clerk	APPROVED W/CONDITI	3/26/2020	4/16/2020	4/15/2020	
Mary Smith					
(4/15/2020 3:49 PM STOL)					
I just have a few comments.					

1. The document title calls out the name of the subdivision incorrectly. It has it has lots 4, 5, 6 & 7 of the 4 Karns Addition. It should be lots 4, 5, 6 & 7 of block 4 of the 2nd Karns Addition.
2. Under the Now Therefore paragraph where it ask the Teton County Clerk to make appropriate annotations on the Plat No 128. They should specify what those annotations will be and they should also include the lot numbers that the annotations will be made too. They Wyoming Statute #'s will need to be referenced on the document for the annotations on the plat.
3. The map C1.0 they want us to make annotations on is not is not a map number that we use. I see the copy of this map attached to the document to be recorded, but there isn't any recording information on it. Not sure if it's even been recorded.
4. Under the paragraph Now Therefore, it calls out the boundary lines for the lot combination of lots 8a, 8b & 9. This are incorrect lot numbers. That will need to be corrected.
5. The signature lines for Base Camp LLC Representation will need to call out the name of the signer and their capacity in which they are signing for Base Camp LLC. Will also need to make sure the notary acknowledgment for both the signers calls out their names and their capacities in which they are signing for Base Camp LLC
6. The notary acknowledgment for Pete Muldoon says he is the Mayor of the Town Council. That will need to be changed to the Town of Jackson

Legal	3/26/2020	4/24/2020
Lea Colasuonno		

Planning	APPROVED W/CONDITI	3/26/2020	4/16/2020	4/30/2020
Tyler Valentine				
(4/30/2020 9:34 AM TV)				
Please see staff report.				

Public Works	APPROVED W/CONDITI	3/26/2020	4/16/2020	4/15/2020	see notes
Caitlin Barilec					

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(4/15/2020 10:58 AM CB)					
Boundary Adjustment with no re-plat – Approved w/ condition					
B20-063					
ADDRESS: 640-650 S Glenwood St					
OWNER: Base Camp LLC					
APPLICANT: Erika M. Nash, Long Reimer Winegar LLP					
04/15/2020					
Caitlin Barilec, 733-3079					
DATE OF SUBMITTAL: 03/26/2020					
DATE OF MATERIALS: 03/12/2020					
REVISION NO.: 00					
The engineering division has reviewed your application for a BOUNDRY ADJUSTMENT WITH NO RE-PLATsubmitted on and with application materials as dated above.					
CONDITIONS OF APPROVAL:					
1. An executed 15' utility easement agreement shall be granted to the Town and recorded with the Teton County Clerk.					



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: APRIL 30, 2020
MEETING DATE: MAY 4, 2020

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: PAUL ANTHONY
PRESENTER: TYLER VALENTINE

SUBJECT: **ITEM P19-262, P20-069 & P20-070:** AMENDMENT TO THE FINAL (MAJOR) DEVELOPMENT PLAN FOR PINE GLADES PLANNED UNIT DEVELOPMENT (PUD).

APPLICANT/AGENT: BILL COLLINS – COLLINS PLANNING ASSOCIATES

PROPERTY OWNER: PINE CANYON, LLC

REQUESTED ACTION

The applicant is requesting approval of an amendment to the approved Final Development Plan for the Pine Glades Planned Unit Development (PUD), specifically to:

- **P19-262:** Modify the exterior materials on the existing duplex at 140 & 142 Pine Glades Drive from a wood/stone combination to primarily stone.
- **P20-069:** Remove the in-road heating element in Phase 1 (Pine Glades Drive) and in the future Phase 2 (Jessica Lane)
- **P20-070:** Approve a trail plan that would allow public access through the site on trails only (with the exception of the cul-de-sac) and would include newly recorded access easements.

Staff is requesting that these items be continued to the next regularly scheduled Town Council meeting on May 18, 2020.

SUGGESTED MOTIONS

I move to continue these items to the regularly scheduled Town Council meeting on May 18, 2020.



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: APRIL 30, 2020
MEETING DATE: MAY 4, 2020

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: PAUL ANTHONY
PRESENTER: TYLER VALENTINE

SUBJECT: **ITEM P20-009 & 010:** DEVELOPMENT PLAN & HILLSIDE CONDITIONAL USE PERMIT (CUP) FOR A FUTURE 5-LOT SUBDIVISION AT 984 BUDGE DRIVE.

APPLICANT: JORGENSEN ASSOCIATES – BRENDAN SCHULTE

OWNER: BLUFFS DEVELOPMENT GROUP, LLC

REQUESTED ACTION

The applicant is requesting approval of a Development Plan and Hillside Conditional Use Permit (CUP) for a future 5-lot subdivision of a 1.47 acre lot at 984 Budge Drive located in the Neighborhood Low Density – 5 (NL-5) zoning district. These applications are required prior to submitting a subdivision plat.

Staff is requesting that these items be continued to the regularly scheduled Town Council meeting on May 18, 2020.

SUGGESTED MOTIONS

I move to **continue** these items to the Town Council meeting scheduled for May 18, 2020.



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: APRIL 30, 2020
MEETING DATE: MAY 4, 2020

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: PAUL ANTHONY
PRESENTER: BRENDAN CONBOY

SUBJECT: **ITEM P20-035 & P20-036:** DEVELOPMENT PLAN AND HILLSIDE
CONDITIONAL USE PERMIT FOR A LAND DIVISION AT 808 UPPER REDMOND
ROAD IN THE NEIGHBORHOOD LOW DENSITY – 1 (NL-1) ZONE.

APPLICANT: Y2 CONSULTANTS, MARK FELLERMAN

OWNER: THOMPSON FAMILY TRUST

REQUESTED ACTION

The applicant, representing Thompson Family Trust, is requesting approval of a Development Plan and a Hillside Conditional Use Permit for a two lot subdivision at 808 Upper Redmond Road in the Neighborhood Low Density– 1 (NL-1) zoning district prior to submitting a subdivision plat to divide a 2.04 acre lot into two lots: a 1.03 acre (44,978.9 sf) northern lot, and a 1.01 acre (43,883.5 sf) southern lot. No physical development is proposed with this application.

Staff is requesting that these items be continued to the next regularly scheduled Town Council meeting on June 1, 2020.

SUGGESTED MOTIONS

I move to **continue** the items to the next scheduled Town Council meeting on June 1, 2020.



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration

PRESENTER: Sandy Birdyshaw

MEETING DATE: May 4, 2020

SUBJECT: 3 Resolutions Authorizing Application to The Community Foundation of Jackson Hole's Old Bill's Fun Run 2020

STATEMENT/PURPOSE

Each year the Animal Shelter, START, and Victim Services apply for participation in The Community Foundation of Jackson Hole's Old Bill's Fun Run.

Application criteria includes having authorization to apply. The proposed resolutions provide that approval.

ATTACHMENTS

Resolution 20-08 – Animal Shelter

Resolution 20-09 – START

Resolution 20-10 – Victim Services

SUGGESTED MOTION

I move to approve Resolutions 20-08, 20-09, and 20-10 authorizing the Jackson-Teton County Animal Shelter, START, and Jackson-Teton County Victim Services to apply to The Community Foundation of Jackson Hole's Old Bill's Fun Run 2020.

RESOLUTION 20-08

**Authorizing the Jackson - Teton County Animal Shelter
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2020**

WHEREAS, the Jackson Town Council recognizes the need for public support for the Jackson - Teton County Animal Shelter; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for the Jackson - Teton County Animal Shelter to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by the Jackson - Teton County Animal Shelter in Old Bill's Fun Run 2020.

BE IT FURTHER RESOLVED that Michelle Weber, Jessica Poole, and Adam Galadima are hereby designated as the authorized representatives of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 4th day of May 2020.

TOWN OF JACKSON

Pete Muldoon, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

RESOLUTION 20-09

**Authorizing Southern Teton Area Rapid Transit (START)
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2020**

WHEREAS, the Jackson Town Council recognizes the need for public support for START; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for START to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by Southern Teton Area Rapid Transit (START) in Old Bill's Fun Run 2020.

BE IT FURTHER RESOLVED that Darren Brugmann and Courtney Schwartz are hereby designated as the authorized representative of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 4th day of May 2020.

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

RESOLUTION 20-10

**Authorizing Jackson-Teton County Victim Services
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2020**

WHEREAS, the Jackson Town Council recognizes the need for public support for Jackson-Teton County Victim Services; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for Jackson-Teton County Victim Services to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by Jackson-Teton County Victim Services in Old Bill's Fun Run 2020.

BE IT FURTHER RESOLVED that Tracey Trefren is hereby designated as the authorized representative of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 4th day of May 2020.

TOWN OF JACKSON

Pete Muldoon, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration

PRESENTER: Sandy Birdyshaw

MEETING DATE: May 4, 2020

SUBJECT: 3 Resolutions Authorizing Application to The Community Foundation of Jackson Hole's Old Bill's Fun Run 2020

STATEMENT/PURPOSE

Each year the Animal Shelter, START, and Victim Services apply for participation in The Community Foundation of Jackson Hole's Old Bill's Fun Run.

Application criteria includes having authorization to apply. The proposed resolutions provide that approval.

ATTACHMENTS

Resolution 20-08 – Animal Shelter

Resolution 20-09 – START

Resolution 20-10 – Victim Services

SUGGESTED MOTION

I move to approve Resolutions 20-08, 20-09, and 20-10 authorizing the Jackson-Teton County Animal Shelter, START, and Jackson-Teton County Victim Services to apply to The Community Foundation of Jackson Hole's Old Bill's Fun Run 2020.

RESOLUTION 20-08

**Authorizing the Jackson - Teton County Animal Shelter
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2020**

WHEREAS, the Jackson Town Council recognizes the need for public support for the Jackson - Teton County Animal Shelter; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for the Jackson - Teton County Animal Shelter to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by the Jackson - Teton County Animal Shelter in Old Bill's Fun Run 2020.

BE IT FURTHER RESOLVED that Michelle Weber, Jessica Poole, and Adam Galadima are hereby designated as the authorized representatives of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 4th day of May 2020.

TOWN OF JACKSON

Pete Muldoon, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

RESOLUTION 20-09

**Authorizing Southern Teton Area Rapid Transit (START)
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2020**

WHEREAS, the Jackson Town Council recognizes the need for public support for START; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for START to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by Southern Teton Area Rapid Transit (START) in Old Bill's Fun Run 2020.

BE IT FURTHER RESOLVED that Darren Brugmann and Courtney Schwartz are hereby designated as the authorized representative of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 4th day of May 2020.

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

RESOLUTION 20-10

**Authorizing Jackson-Teton County Victim Services
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2020**

WHEREAS, the Jackson Town Council recognizes the need for public support for Jackson-Teton County Victim Services; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for Jackson-Teton County Victim Services to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by Jackson-Teton County Victim Services in Old Bill's Fun Run 2020.

BE IT FURTHER RESOLVED that Tracey Trefren is hereby designated as the authorized representative of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 4th day of May 2020.

TOWN OF JACKSON

Pete Muldoon, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration

PRESENTER: Sandy Birdyshaw

MEETING DATE: May 4, 2020

SUBJECT: 3 Resolutions Authorizing Application to The Community Foundation of Jackson Hole's Old Bill's Fun Run 2020

STATEMENT/PURPOSE

Each year the Animal Shelter, START, and Victim Services apply for participation in The Community Foundation of Jackson Hole's Old Bill's Fun Run.

Application criteria includes having authorization to apply. The proposed resolutions provide that approval.

ATTACHMENTS

Resolution 20-08 – Animal Shelter

Resolution 20-09 – START

Resolution 20-10 – Victim Services

SUGGESTED MOTION

I move to approve Resolutions 20-08, 20-09, and 20-10 authorizing the Jackson-Teton County Animal Shelter, START, and Jackson-Teton County Victim Services to apply to The Community Foundation of Jackson Hole's Old Bill's Fun Run 2020.

RESOLUTION 20-08

**Authorizing the Jackson - Teton County Animal Shelter
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2020**

WHEREAS, the Jackson Town Council recognizes the need for public support for the Jackson - Teton County Animal Shelter; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for the Jackson - Teton County Animal Shelter to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by the Jackson - Teton County Animal Shelter in Old Bill's Fun Run 2020.

BE IT FURTHER RESOLVED that Michelle Weber, Jessica Poole, and Adam Galadima are hereby designated as the authorized representatives of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 4th day of May 2020.

TOWN OF JACKSON

Pete Muldoon, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

RESOLUTION 20-09

**Authorizing Southern Teton Area Rapid Transit (START)
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2020**

WHEREAS, the Jackson Town Council recognizes the need for public support for START; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for START to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by Southern Teton Area Rapid Transit (START) in Old Bill's Fun Run 2020.

BE IT FURTHER RESOLVED that Darren Brugmann and Courtney Schwartz are hereby designated as the authorized representative of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 4th day of May 2020.

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

RESOLUTION 20-10

**Authorizing Jackson-Teton County Victim Services
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2020**

WHEREAS, the Jackson Town Council recognizes the need for public support for Jackson-Teton County Victim Services; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for Jackson-Teton County Victim Services to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by Jackson-Teton County Victim Services in Old Bill's Fun Run 2020.

BE IT FURTHER RESOLVED that Tracey Trefren is hereby designated as the authorized representative of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 4th day of May 2020.

TOWN OF JACKSON

Pete Muldoon, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

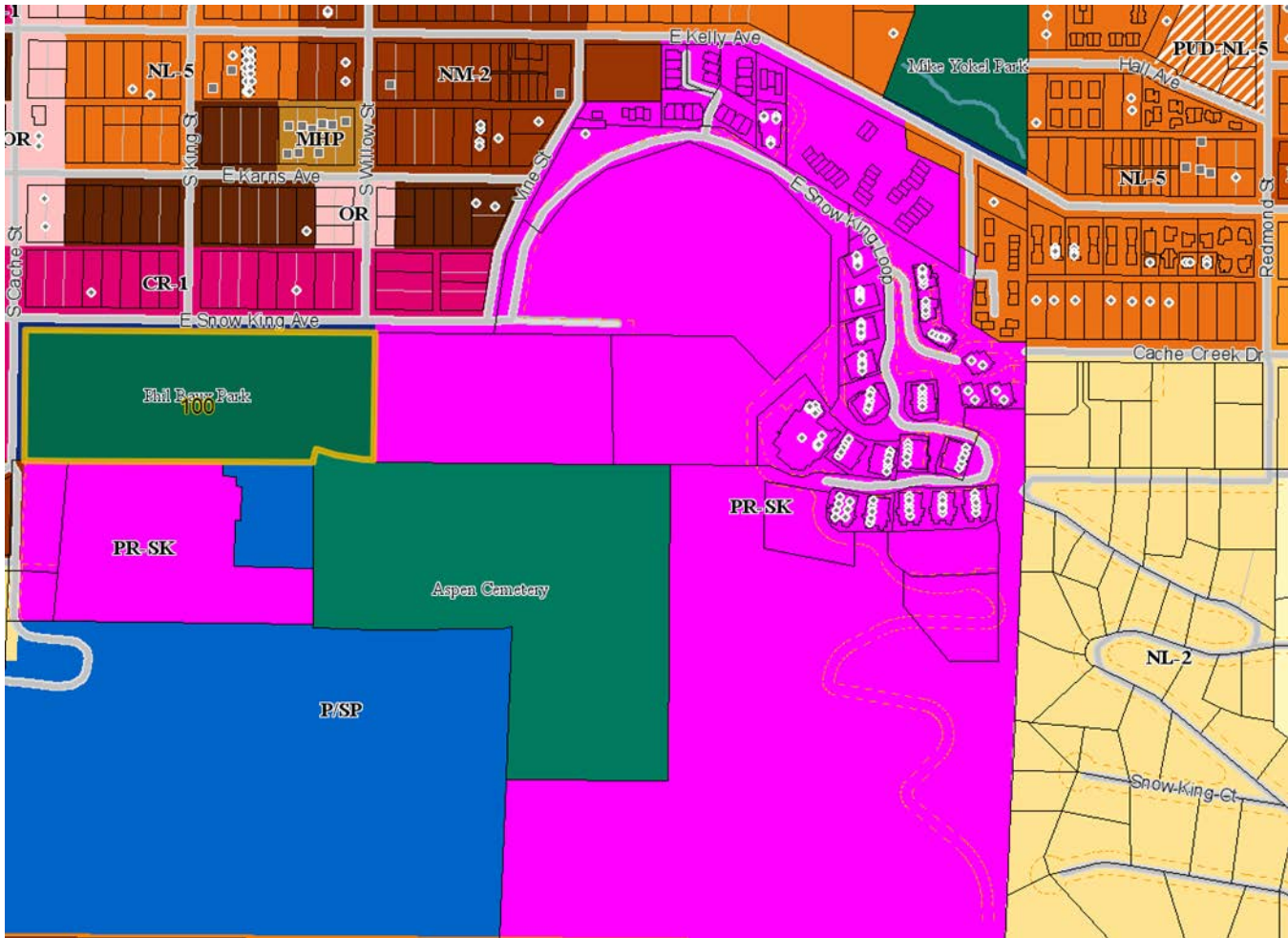
ORDINANCE O

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE CURRENT ZONING DESIGNATION OF ALL ADDRESSES WITHIN 66 ACRES OF LAND CURRENTLY ZONED PLANNED RESORT – SNOW KING TO PLANNED UNIT DEVELOPMENT – PLANNED RESORT (P19-201) (PUD-PR (P19-201)); AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 2 of Town of Jackson Ordinance 1074 (part) and the Official Zoning District Map of the Town of Jackson are hereby amended to change the zoning classification of the following parcels from Planned Resort – Snow King (PR-SK) to Planned Unit Development – Planned Resort (P19-201) (PUD-PR (P19-201)), to wit:



SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE 6TH DAY OF APRIL 2020.
PASSED 2ND READING THE 20TH DAY OF APRIL 2020.
PASSED AND APPROVED THE ____ DAY OF _____, 2020.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

Attest: _____
Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2020.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Town Clerk

ORDINANCE P

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 787, 717, 326, AND 226 AND SECTIONS 1-3 OF TOWN OF JACKSON ORDINANCE NO. 1 AND SECTION 2.08.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING COMPENSATION FOR MAYOR AND COUNCILMEN; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 787, 717, 326, and 226 and Sections 1-3 of Town of Jackson Ordinance No. 1 and Section 2.08.010 Compensation for Mayor and Councilmen of the Municipal Code of the Town of Jackson is hereby amended and reenacted to read as follows:

2.08.010 Mayor and Council.

- A. Commencing on July 1, 2021, with officers sworn into office after January 1, 2021, the compensation of the Mayor of the Town shall be thirty-nine thousand three hundred dollars (\$39,300.00) per year, payable in twelve equal monthly installments. The salary for each member of Council shall be thirty-two thousand seven hundred fifty dollars (\$32,750.00).
- B. The compensation schedule set forth in subsection A of this section shall be effective on July 1, 2021 and apply to the Mayor and members of Council sworn into office after January 1, 2021. In all other instances, the ordinance codified in this section shall not be applied to increase the salary of any officer during the term for which they are elected.
- C. Compensation of the Mayor and members of Council shall be reviewed no later than February 28 of each general election year.

(Ord. _____, § 1, 2020); Ord. 787 § 1, 2004; Ord. 717 § 1, 2002; Ord. 326 § 1, 1984; Ord. 226 § 1, 1977; Ord. 1 §§ 1—3, 1926.)

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE 20TH DAY OF APRIL 2020.
PASSED 2ND READING THE ____ DAY OF ____, 2020.
PASSED AND APPROVED THE ____ DAY OF ____, 2020.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:
BY: _____
Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)
ATTESTATION OF TOWN CLERK

I hereby certify that the foregoing Ordinance _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of ____, 2020. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration

PRESENTER: Roxanne Robinson

WORKSHOP DATE: April 20, 2020

SUBJECT: Vaping Ordinance

STATEMENT/PURPOSE

Direction was provided to staff by the Town Council at the April 20, 2020 Workshop to conduct additional research and bring forward an ordinance for first reading that prohibits the sale of flavored nicotine.

BACKGROUND/ALTERNATIVES

Staff conducted research into the Wyoming State Law that takes effect on July 1 regarding minors to ensure that any ordinance we adopted was in alignment with this new state law. The state law will ban the sale, use and possession of any nicotine product to persons under 21 and this will take effect July 1, 2020. Ordinance Q as presented will prohibit the sale of any flavored nicotine product in the Town of Jackson regardless of age. Our ordinance is similar to the ordinance adopted in Pinedale, Wyoming banning the sale of flavored nicotine products.

Staff also researched flavored nicotine use in public buildings, parks, and pathways and that information is presented as a separate ordinance for your consideration.

State law also allows the Town of Jackson to license nicotine retailers similar to liquor licensing. Requiring a license to sell nicotine and charging a fee for that license may lead to better compliance with underage sales prohibitions for regular nicotine products. Initial research conducted by the Town Clerk with other Wyoming municipalities did not result in much information due to a lack of results. It could be that the lack of response was due to COVID-19 and minimal staffing issues. The Jackson Police Department conducted some initial research and it appears there would be 15 establishments that would be subject to a nicotine license should the Council choose to pursue licensing. Should the Council be interested, it would be appropriate to direct staff to research this possibility, determine the fiscal and staff impacts of such a licensing program, draft a potential ordinance, meet with affected businesses to understand concerns and then report this information back to the Council at an upcoming workshop.

The Council has many options available to them including:

1. Adopt Ordinance Q on first reading as presented.
2. Discuss Ordinance Q, make changes, and adopt as amended on first reading.
3. Adopt the Ordinance and also direct staff to research nicotine licensing in the Town of Jackson and bring the results of that research back to Council at an upcoming workshop.
4. Postpone action until further discussion can occur either at a workshop or regular meeting.
5. Take no action.
6. Other.

COMPREHENSIVE PLAN ALIGNMENT

Prohibiting the sale of flavored tobacco products would support Principle 1.2 – Preserve and enhance water and air quality in that it may reduce the use of flavored tobacco products as they would not be available for sale in the Town of Jackson.

STAKEHOLDER ANALYSIS

The stakeholders involved with this type of action would include retailers that sell these products, consumers of these products, health care providers serving patients that develop health issues as a result of using these products, parents of youth that will be assured the products cannot be obtained within Town limits, educators responsible for teaching youth that have nicotine in their system as a result of using this product, public health officials invested in protecting and improving the overall health of the community, etc.

FISCAL IMPACT

The fiscal impact of banning these sales may result in a marginal decrease in sales and use taxes. Ordinance passage has fiscal impacts associated with advertising. Upon passage of an ordinance, retailers would need to be educated about the change and this would be accomplished in the most cost effective manner possible.

STAFF IMPACT

Staff impact of preparing the ordinance was notable and involved work from the Lea Colasuonno, Town Attorney, Todd Smith, Chief of Police, Michelle Weber, Support/Training Sergeant and Roxanne Robinson, Assistant Town Manager. Passage of the ordinance on third reading will require codification, education of the public, and enforcement by the Jackson Police Department.

LEGAL ISSUES

Ongoing.

ATTACHMENTS

Ordinance Q.

RECOMMENDATION

Staff recommends Council adopt Ordinance Q on first reading as presented.

SUGGESTED MOTION

I move to adopt Ordinance Q on first reading as presented.

ORDINANCE Q

AN ORDINANCE ADDING CHAPTER 8.35 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON PROHIBITING THE SALE OF FLAVORED TOBACCO PRODUCTS AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT

SECTION I.

There is hereby added Chapter 8.35 of Title 8 Sale of Flavored Tobacco Products Prohibited of the Municipal Code of the Town of Jackson as follows:

**CHAPTER 8.35
SALE OF FLAVORED TOBACCO PRODUCTS PROHIBITED**

Sections:

8.35.010	Legislative Findings
8.35.020	Purpose
8.35.030	Definitions
8.35.040	Sale of Flavored Tobacco Products Prohibited

8.35.010 Legislative Findings

WHEREAS, the Town of Jackson, Wyoming (“Town”) is a municipal corporation existing pursuant to the laws of the Wyoming Constitution, the Wyoming Statutes, and the Town Charter; and

WHEREAS, the Town has a responsibility to protect the health of its youth, citizens and guests; and

WHEREAS, the use of tobacco products by the children is a pediatric disease of considerable proportions that results in new generations of tobacco-dependent children and adults; and

WHEREAS, a consensus exists within the scientific and medical communities that tobacco products are inherently dangerous and cause cancer, heart disease, and other serious adverse health effects; and

WHEREAS, nicotine is an addictive drug; and

WHEREAS, the Town Council finds and determines that prohibiting the sale of flavored tobacco products would help address the health problems associated with such use by youth in the community, and would be in the best interest of the public health, safety, and welfare of the Town.

8.35.020 Purpose

This chapter is enacted to prohibit the sale of flavored tobacco products within the Town of Jackson.

8.35.030 Definitions

As used in this Chapter the following definitions apply:

- A. **Cigarette** means any product that contains nicotine, is intended to be burned or heated under ordinary conditions of use, and consists of or contains: (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; (2) tobacco, in any form, that is functional in the product, which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette; or (3) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to or purchased by, consumers as a cigarette described in clause (1) of this definition.
- B. **Characterizing Flavor** means a distinguishable taste or aroma, other than the taste or aroma of tobacco or menthol, imparted either prior to or, during consumption of a tobacco product or Component Part thereof, including, but not limited to, tastes or aromas relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb or spice and concepts such as spicy, arctic, ice, cool, warm, hot, mellow, fresh, and breeze; provided, however, that no tobacco product shall be determined to have a characterizing flavor solely because of the use of additives or flavorings or the provision of ingredient information.
- C. **Component Part** means any element of a Tobacco Product, including, but not limited to, the tobacco, filter and paper, but not including any Constituent.
- D. **Constituent** means any ingredient, substance, chemical or compound, other than tobacco, water or reconstituted tobacco sheet, that is added by the manufacturer to a Tobacco Product during the

processing, manufacture or packing of the Tobacco Product. Such term shall include a smoke constituent.

- E. **Flavored Tobacco Product** means any Tobacco Product, or any Component Part thereof, that contains a Constituent that imparts a Characterizing Flavor. A public statement or claim made or disseminated by the manufacturer of a Tobacco Product or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such Tobacco Product, that such Tobacco Product has or produces a Characterizing Flavor shall constitute presumptive evidence that the Tobacco Product is a Flavored Tobacco Product.
- F. **Smoke Constituent** means any chemical or chemical compound in main-stream or side-stream tobacco smoke that either transfers from any component of the tobacco product to the smoke or that is formed by the combustion or heating of tobacco, additives or other component of the tobacco product.
- G. **Tobacco Product** means any product containing tobacco or nicotine, be it natural, synthetic or derived from plant based inputs and regardless of the method of derivation, including but not limited to cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, snus, dissolvable tobacco products, and electronic cigarette; provided, however, that such term shall not include: (1) cigarettes, including those cigarettes subject to the Special Rule for Cigarettes relating to characterizing flavors of the federal Family Smoking and Tobacco Prevention Act and (2) any product that has been approved by the U.S. Food and Drug Administration pursuant to its authority over drugs.

8.35.040 Sale of Flavored Tobacco Products Prohibited

It shall be unlawful for any person to sell or offer for sale or provide free manufacturer-provided samples of any Flavored Tobacco Product to a person.

SECTION II

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE _____ DAY OF _____, 2020.
PASSED 2ND READING THE _____ DAY OF _____, 2020.
PASSED AND APPROVED THE _____ DAY OF _____ 2020.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)

COUNTY OF TETON) ss.
)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2020.
I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration

PRESENTER: Roxanne Robinson

WORKSHOP DATE: May 4, 2020

SUBJECT: An Ordinance Prohibiting Smoking in Public Facilities

STATEMENT/PURPOSE

Direction was provided to staff by the Town Council at the April 20, 2020 Workshop Meeting to bring forward an ordinance(s) that prohibited the sale of flavored nicotine but that also addressed flavored nicotine use in public buildings and use in public parks.

BACKGROUND/ALTERNATIVES

While researching the issue of banning the sale of flavored nicotine and upon direction from the Council at the April 20, 2020 workshop, staff felt it prudent to bring forward an ordinance amending Section 8.34 regarding smoking in public buildings. Staff also reviewed Resolution 17-11 that encouraged a Smoke Free Clean Air Zone for public parks and pathways in the Town of Jackson as well as Section 12.16.150 related to regulations at the Airport. Staff is proposing to elevate the provisions of Resolution 17-11 and incorporate those into Section 8.34 of the Municipal Code so that the prohibition for smoking, e-cigarette use, flavored nicotine use, and vaping includes buildings, public parks, public property, and recreation areas that are owned, leased, operated or funded by the Town of Jackson. However, it excludes public sidewalks, public streets and alleys, and public surface parking lots.

The prohibition also includes smoking or carrying lighted nicotine products in/on Town public facilities or the Jackson Hole Airport. The ordinance also prohibits smoking those products within 25 feet of all doorways, air intakes and operable windows of public facilities. And finally, the prohibitions also extend to outdoor seating areas, picnic tables, patios and foot paths of public facilities. The ordinance also removes the requirement for ashtrays at the entrance to public facilities to discourage use in these areas. Frequently staff and customers must walk past those smoking just outside of public facilities and this ordinance would prohibit that behavior.

Staff reached out to the Prevention Coalition and they support passage of this ordinance.

The Town Attorney also compared these new provisions to those in 12.16.150 regarding the Airport Director's ability to designate a smoking area outside of an enclosed public facility and found no conflict with those sections.

Staff felt it prudent to be comprehensive in moving forward, but it is certainly up to the Council whether they wish to proceed in this manner.

The Council has many options available to them including:

1. Adopt Ordinance R on first reading as presented.
2. Discuss Ordinance R, make changes, and adopt as amended on first reading.
3. Postpone action until further discussion can occur either at a workshop or regular meeting.
4. Take no action.
5. Other.

COMPREHENSIVE PLAN ALIGNMENT

Prohibiting nicotine use in public facilities including parks and pathways would support Principle 1.2 – Preserve and enhance water and air quality in that it would further discourage nicotine use by making it more inconvenient.

STAKEHOLDER ANALYSIS

The stakeholders involved with this type of action would include nicotine users that frequent public facilities or work at those public facilities, employees and patrons of public facilities that are subjected to second hand smoke or other health hazards associated with nicotine use, health care providers serving patients that develop health issues as a result of using these products, parents of youth that will be assured the products cannot be carried or used in/on public facilities, and public health officials invested in protecting and improving the overall health of the community, etc.

FISCAL IMPACT

The fiscal impact of prohibiting use and carrying lighted nicotine products may result in a marginal decrease in sales and use taxes. Ordinance passage has fiscal impacts associated with advertising. Upon passage of an ordinance, the public would need to be educated about the change.

STAFF IMPACT

The Town Attorney has spent notable time preparing the draft ordinance. The Police Department and administrative staff have spent time researching issues and impacts of such an ordinance. Passage of the ordinance on third reading will require codification, education of the public, and enforcement by the Jackson Police Department.

LEGAL REVIEW

Ongoing.

ATTACHMENTS

Ordinance R in clean format and showing tracked changes for Section 8.34. Resolution 17-11.

RECOMMENDATION

Staff recommends the Council adopt Ordinance R as presented.

SUGGESTED MOTION

I move to approve Ordinance R on first reading as presented.

ORDINANCE R

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NO. 461 (PART), AND CHAPTER 8.34 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON PROHIBITING SMOKING AND ECIGARETTE USAGE IN PUBLIC BUILDINGS AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT

SECTION I.

Section 1 of Town of Jackson Ordinance No. 461 (part) and Chapter 8.34 Smoking in Public Buildings of the Municipal Code of the Town of Jackson is hereby amended and reenacted to read as follows:

CHAPTER 8.34 SMOKING IN PUBLIC FACILITIES PROHIBITED

Sections:

8.34.010 Definition.

8.34.020 Prohibition.

8.34.030 Repealed.

8.34.040 Repealed.

8.34.010 Definition.

- A. ***Smoke or smoking*** means the act of burning any nicotine products, weed, filler or plant of any kind in a cigarette, cigarette paper, cigar, pipe or in any other device whatsoever and/or actively using, inhaling or exhaling any electronic cigarettes, vapor material or flavored tobacco products of any kind.
- B. ***Public Facility*** means any facility, including, but not limited to, buildings, property, recreation areas and public parks which are owned, leased, or otherwise operationally controlled, or wholly funded by the Town of Jackson, with the exception of public sidewalks, public streets, public alleys, or public surface parking lots.
(Ord. __§1, 2020; Ord. 461 § 1 (part), 1993.)

8.34.020 Prohibition.

- A. It shall be unlawful to smoke or carry lighted nicotine products, electronic cigarettes, vapor material or flavored tobacco products in any form in any Public Facilities of the Town of Jackson or the Jackson Hole Airport, including but not limited to all interior spaces, courtyards, atriums, balconies, and bus stops.
- B. Smoking nicotine products, electronic cigarettes, vapor material or flavored tobacco products is prohibited within 25 feet of all doorways, outdoor air intakes, and operable windows of Public Facilities.

C. Smoking nicotine products, electronic cigarettes, vapor material or flavored tobacco products is prohibited in all outdoor seating areas, picnic tables, patios and foot paths of Public Facilities, even if beyond the 25-foot limit.

(Ord. §1; Ord. 461 § 1 (part), 1993.)

8.34.030 Repealed. (Ord. §1; Ord. 461 § 1 (part), 1993.)

8.34.040 Repealed. (Ord. §1; Ord. 461 § 1 (part), 1993.)

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF ____, 2020.

PASSED 2ND READING THE ____ DAY OF ____, 2020.

PASSED AND APPROVED THE ____ DAY OF ____, 2020.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.

COUNTY OF TETON)

I hereby certify that the foregoing Ordinance _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming,

on the ____ day of ____, 2020. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

ORDINANCE xxx

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NO. 461 (PART), AND CHAPTER 8.34 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON PROHIBITING SMOKING AND ECIGARETTE USAGE IN PUBLIC BUILDINGS AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT

SECTION I.

Section 1 of Town of Jackson Ordinance No. 461 and Chapter 8.34 Smoking in Public Buildings of the Municipal Code of the Town of Jackson is hereby amended and reenacted to read as follows:

SMOKING IN PUBLIC ~~FACILITIES~~BUILDINGS PROHIBITED

Sections:

8.34.010 Definition.

8.34.020 Prohibition.

8.34.030 ~~Exceptions. Repealed.~~

8.34.040 ~~Repealed~~Enforcement.

8.34.010 Definition.

A. Smoke or smoking shall mean the act of burning any nicotine tobacco products, weed, filler or plant of any kind in a cigarette, cigarette paper, cigar, pipe or in any other device whatsoever and/or actively using, inhaling or exhaling any electronic cigarettes, vapor material or flavored tobacco products of any kind.

B. Public Facility means any facility, including, but not limited to, buildings, property, recreation areas and public parks which are owned, leased, or otherwise operated operationally controlled, or wholly funded partially or wholly by the Town of Jackson, with the exception of public sidewalks, public streets, public alleys, or public surface parking lots.

(Ord. X §X, 2020; Ord. 461 § 1 (part), 1993.)

8.34.020 Prohibition.

A. It shall be unlawful to smoke or carry lighted nicotine products, electronic cigarettes, vapor material or flavored tobacco products tobacco in any form in any enclosed public facilities owned or controlled by the town of Jackson or by the Jackson Hole Airport Board Public Facilities of the Town of Jackson or the Jackson Hole Airport, including but not limited to all interior spaces, courtyards, atriums, balconies, and bus stops. There shall be ashtrays or similar fire proof containers at the entrance to each such place for disposal of any such lighted tobacco.

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B. Smoking nicotine products, electronic cigarettes, vapor material or flavored tobacco products is prohibited within 25 feet of all doorways, outdoor air intakes, and operable windows of Public Facilities.

C. Smoking nicotine products, electronic cigarettes, vapor material or flavored tobacco products is prohibited in all outdoor seating areas, picnic tables, patios and foot paths of Public Facilities, even if beyond the 25-foot limit.

(Ord. §1; Ord. 461 § 1 (part), 1993.)

8.34.030 ~~Repealed~~Exceptions.

The town council of the town of Jackson, by resolution adopted from time to time, may exclude specific portions of enclosed public facilities from the provisions of the ordinance codified in this chapter. Any such resolution excluding specific areas of enclosed public facilities from the provisions of the ordinance codified in this chapter shall require the posting of signs stating "smoking permitted in this area by resolution of the Town Council of the Town of Jackson."

(Ord. §1; Ord. 461 § 1 (part), 1993.)

8.34.040 ~~Repealed~~Enforcement.

Violation of the ordinance codified in this chapter shall be punished in accordance with Section 1.12.010 of the Municipal Code of the town of Jackson.

(Ord. §1; Ord. 461 § 1 (part), 1993.)

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SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF ____, 2020.
PASSED 2ND READING THE ____ DAY OF ____, 2020.
PASSED AND APPROVED THE ____ DAY OF ____, 2020.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.

COUNTY OF TETON)

I hereby certify that the foregoing Ordinance _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of ____, 2020. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

RESOLUTION 17-11

**SMOKE FREE CLEAN AIR ZONE FOR PUBLIC PARKS AND PATHWAYS
IN THE TOWN OF JACKSON, WY**

WHEREAS, the Teton County Substance Abuse and Tobacco Prevention Coalition is a group of local community leaders and interested citizens working with facilitation from the Prevention Management Organization of Wyoming to address substance abuse and tobacco issues locally and is comprised of medical and health care professionals, law enforcement, public health professionals, substance abuse treatment providers, social services professionals and concerned citizens; and

WHEREAS, the Coalition believes strongly that adopting policy interventions can be part of a significant prevention strategy to address our community's desire to maintain clean air for our citizens, our children, and the many visitors to the valley; and

WHEREAS, second hand smoke has been found to have damaging effects on non-smokers; and the Center for Disease Control has noted that there "is no risk-free level of second hand smoke exposure; even brief exposure can be harmful to health"

WHEREAS, smoking and the vapors emitted from Electronic Cigarettes/Vapor Devices have numerous identified chemicals causing lung disease as well as cancer and; the Center for Disease Control recommends that the general public "should not use e-cigarettes or be exposed to second hand aerosol from these products" and; Electronic Cigarettes can cause Nicotine Poisoning and can be fatal to children.

WHEREAS, health problems caused by smoking are well known and documented and; vapors emitted from Electronic Cigarettes contain known disease and cancer causing chemicals.

WHEREAS, risks to our children exposed to second hand smoke include both acute and chronic medical problems such as: asthma, cancer, heart disease, Sudden Infant Death Syndrome and ear infections.

WHEREAS, state and local governments throughout the United States are adopting smoke and vapor free ordinances in indoor and outdoor spaces to protect the health of the public; and ensure a more enjoyable experience.

WHEREAS, our youth are at reduced risk to initiate smoking in communities with smoke free ordinances and; adults are more likely to engage in smoking cessation in communities with smoke free ordinances.

WHEREAS Jackson is a uniquely health minded community due to the plethora of outdoor and sports activities which provide economic, health, and quality of life benefits; and supporting clean air symbolizes our appreciation for the environment and personal wellness.

WHEREAS, the Town Council desires to take a proactive stance on subjecting our non-smoking community members to second hand smoke and second hand vapors to ensure the livability and viability of the Town of Jackson for its residents, visitors, and guests to be a leader in this regard; and

WHEREAS, just like our indoor public facilities, our outdoor public facilities should also provide a safe haven in terms of being free from second hand smoke or harmful vapors and should provide places for either quiet enjoyment or a healthy place to recreate without being subjected to the harmful effects of smoking; and

WHEREAS, the Town Council strongly encourages no smoking in all of our outdoor public park and pathway facilities; and other known disease causing vapors.

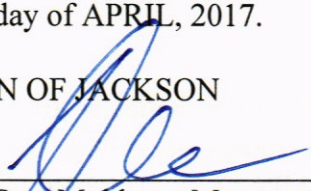
WHEREAS, it is the Town's goal to improve the health of our community by asking all users of our parks and pathways to voluntarily not smoke or use vapor emitting devices in these locations, and voluntary measures undertaken by each citizen and visitor can have a lasting impact on the overall health of citizens as well as the ability to enjoy our outdoor public spaces; and

WHEREAS, the Coalition will, on its own, and in partnership with the Town and other like-minded organizations, continue to educate residents and guests of the detrimental effects of smoking and second hand smoke.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Jackson, Wyoming, in regular session duly assembled, that the Town of Jackson is committed to the continued education of Jackson residents, visitors, and guests regarding the harmful effects of smoking and second hand smoke and will promote and publicize the efforts of the Town and partner organizations to end smoking and vapors in our outdoor public places in the Town of Jackson.

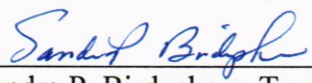
PASSED, APPROVED, & ADOPTED this 17TH day of APRIL, 2017.

TOWN OF JACKSON

By: 

Pete Muldoon, Mayor

ATTEST:

By: 

Sandra P. Birdyshaw, Town Clerk



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: February 1, 2020

SUBMITTING DEPARTMENT: Jackson Hole Fire/EMS

MEETING DATE: May 4, 2020

DEPARTMENT DIRECTOR: Brady Hansen

PRESENTER: Mike Bressler

SUBJECT: An Ordinance Adopting the 2020 National Electrical Code

STATEMENT/PURPOSE

All ordinances require Town Council approval on three readings and publication. To conduct the first reading of the ordinance which adopts the 2020 edition of the National Electrical Code with certain amendments and permit fee schedule.

BACKGROUND/ALTERNATIVES

All electrical work within the Town of Jackson is regulated by the enforcement of the National Electrical Code, NFPA 70, a document of the National Fire Protection Association Inc. The National Electrical Code (NEC) is the most widely recognized and accepted electrical standard in the world. Every 3 years, the National Electrical Code is revised to reflect the newest installation practices utilized by the electrical industry. The last time the revised National Electrical Code was adopted by the Town of Jackson was in 2017.

The Town of Jackson-Teton County has formally requested from the State Fire Marshal complete jurisdiction for the enforcement and interpretation of the National Electrical Code. The State Fire Marshal has granted electrical home rule to the Town of Jackson and Teton County as of August 12, 1998. The State Statute 35-9-120 requires that the minimum requirements for electrical installations shall be made subject to the latest edition of the National Electrical Code.

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

Economic Sustainability: Adoption of the codes is in alignment with this strategic intent. The purpose of the electrical code is to keep individuals safe from fire and injury and to protect property from adverse effects of a fire. Simply put, as it pertains to the business community, the fire and electrical codes are enforced to keep business in business.

Town is Heart: Adoption of the codes is in alignment with this strategic intent. Fires within the commercial areas of Jackson can have a significant impact on the community. Fire code requirements protect the investments of business owners. National statistics have shown that 80% of all businesses that suffer a catastrophic fire never reopen for business. Nearly 50% of those that do fail within 3 years. Protecting the community from fire is just good business.

Maintain The Unique Character Of Jackson Hole: Adoption of the codes is in alignment with this strategic intent. The fire code is an intricate part of ensuring a sustainable built environment. Electrical code regulations protect

structures and premises of all ages. Fires within the Town Square can alter the identity of the Town. A strong fire protection system, including electrical code enforcement, makes the community safer and fosters a sense of security among residents and visitors alike.

Governmental Consolidation: Adoption of the codes is in alignment with this statement of strategic intent. Jackson Hole Fire/EMS has spent many years ensuring that codes within the Town and County are the same, thereby allowing for consistent application and enforcement. As a joint department we fully appreciate the benefits of consolidated services.

ATTACHMENTS

Ordinance S

.

FISCAL IMPACT

There are no fiscal impacts with adoption of the 2020 National Electrical Code. The electrical permit fees have not changed.

STAFF IMPACT

None

LEGAL REVIEW

Ongoing as Needed.

RECOMMENDATION

Staff recommends the Town Council adopt Ordinance S on three readings.

SUGGESTED MOTION

I move to approve Ordinance S on first reading.

ORDINANCE S

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 313, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 325, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 413, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 633, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 706, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 803, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 886, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 899, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 990, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1057, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1101, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1171 AND SECTION 15.20.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON BY CHANGING THE VERSION OF THE NATIONAL ELECTRICAL CODE ADOPTED BY REFERENCE FROM THE 2017 EDITION TO THE 2020 EDITION, WITH CERTAIN AMENDMENTS AND FOR ALLOWING ELECTRICAL PERMIT FEES TO BE SET BY RESOLUTION OF THE TOWN COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT:

SECTION I.

Section 2 of Town of Jackson Ordinance No. 313, Section 1 of Town of Jackson Ordinance No. 325, Section 1 of Town of Jackson Ordinance No. 413, Section 1 of Town of Jackson Ordinance No. 633, Section 1 of Town of Jackson Ordinance No. 706, Section 1 of Town of Jackson Ordinance No. 803, Section 1 of Town of Jackson Ordinance No. 886, Section 1 of Town of Jackson Ordinance No. 899, Section 1 of Town of Jackson Ordinance No. 990, Section 1 of Town of Jackson Ordinance No. 1057, Section 1 of Town of Jackson Ordinance No. 1101, Section 1 of Town of Jackson Ordinance No. 1171 and Section 15.20.010 of the Municipal Code of the Town Of Jackson are hereby amended and reenacted to read as follows:

15.20.010 Adoption of the National Electrical Code

A. The National Electrical Code, including Tables, Appendices and Uniform Administrative Code Provisions, by references, 2020 Edition, NFPA 70 (a document of the National Fire Protection Association, Inc.) with the following amendments:

- 1. ARTICLE 230, Services, SECTION VI, Service Equipment – Disconnecting Means, SUBSECTION 230.7, (A), (1) Readily Accessible Location**, replace with:

The service disconnecting means shall be installed outside of the building or structure at a readily accessible location. Exception: Services of 300 amp or less with line to line meter sockets with the service disconnect directly behind the meter base and connected to the meter base with rigid conduit are allowed to have service disconnect inside the building. Feeders to other buildings or structures are required to have a disconnect on the exterior.

- 2. ARTICLE 250, Grounding, SECTION III, Grounding Electrode System and Grounding Electrode Conductor, SUBSECTION 250.52, (A), (3) Concrete-Encased Electrode**, Add sentence:

All services over 200 amperes in size shall have at least 20 ft in length of bare copper conductor sized in accordance with Table 250-66 installed in the foundation footers and with enough length added to connect in the main disconnect.

- 3. ARTICLE 300, Wiring Methods, SECTION I, General Requirements, SUBSECTION 300.1, Scope, SUBSECTION (A) All Wiring Installations**, Add:

All electrical wiring installed in buildings, structures or premises designed using the International Building Code located in Teton County shall be installed in accordance with the following wiring methods:

1. Article 320, Armored Cable: Type AC
2. Article 330, Metal-Clad Cable: Type MC
3. Article 332, Mineral-Insulated, Metal-Sheathed Cable: Type MI
4. Article 342, Intermediate Metal Conduit: Type IMC
5. Article 344, Rigid Metal Conduit, Type RMC

- 6. Article 348, Flexible Metal Conduit, Type FMC
- 7. Article 350, Liquid-tight Flexible Metal Conduit: Type LFMC
- 8. Article 358, Electrical metallic Tubing: Type EMT

Electrical Fee Schedule			
Valuation of Electrical Work			Fee
1.00	to	500.00	27.23
500.01	to	600.00	30.75
600.01	to	700.00	34.32
700.01	to	800.00	37.84
800.01	to	900.00	41.36
900.01	to	1,000.00	44.94
1,000.01	to	1,100.00	48.46
1,100.01	to	1,200.00	51.98
1,200.01	to	1,300.00	55.55
1,300.01	to	1,400.00	59.07
1,400.01	to	1,500.00	62.59
1,500.01	to	1,600.00	66.17
1,600.01	to	1,700.00	69.69
1,700.01	to	1,800.00	73.21
1,800.01	to	1,900.00	76.78
19,00.01	to	2,000.00	80.30
2,000.01	to	3,000.00	90.86
3,000.01	to	4,000.00	105.00
4,000.01	to	5,000.00	119.13
5,000.01	to	6,000.00	133.32
6,000.01	to	7,000.00	147.46
7,000.01	to	8,000.00	161.65
8,000.01	to	9,000.00	175.78
9,000.01	to	10,000.00	189.92
10,000.01	to	11,000.00	204.11
11,000.01	to	12,000.00	218.24
12,000.01	to	13,000.00	232.43
13,000.01	to	14,000.00	246.57
14,000.01	to	15,000.00	260.70
15,000.01	to	16,000.00	274.89
16,000.01	to	17,000.00	303.22
17,000.01	to	18,000.00	317.35
18,000.01	to	19,000.00	331.49
19,000.01	to	20,000.00	345.68
20,000.01	to	21,000.00	359.81
21,000.01	to	22,000.00	374.00
22,000.01	to	23,000.00	388.14
23,000.01	to	24,000.00	402.27
24,000.01	to	25,000.00	416.96
25,000.01	to	50,000.00	\$416.96 for the first \$25,000.00 plus \$10.62 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00.
50,000.01	to	100,000.00	\$682.33 for the first \$50,000.00 plus \$7.10 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.
100,000.01 and up			\$1,037.08 for the \$100,000.00 plus \$5.89 for each additional \$1,000.00 or fraction thereof.

Temporary Services – a fee of \$25.00 will be charged for all temporary services to be connected.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall take effect from and after the date of its publication following approval and adoption.

PASSED 1ST READING THE __ DAY OF __, 2020.

PASSED 2ND READING THE __ DAY OF __, 2020.

PASSED AND APPROVED THE __ DAY OF __, 2020.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
COUNTY OF TETON)ss.
TOWN OF JACKSON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of ____, 2020.

I further certify that the foregoing ordinance was duly recorded on Page _____ of Book _____ of the Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

RESOLUTION 20-12

A Resolution Adopting Rental Housing Guidelines During COVID-19 Pandemic

WHEREAS, the Jackson Town Council desires that all residents have safe and secure housing and the livability and viability of Jackson is directly affected by our ability to house all our residents in safe, reliable housing; and

WHEREAS, housing matters. It is an essential aspect of our lives and society. A safe, secure and affordable living environment serves as a contributing factor for a high quality of life; and

WHEREAS, being late or behind on rent is strongly associated with an elevated risk of food insecurity, poor physical health, mental health issues, and educational delays in children; and

WHEREAS, the private and public sectors play an integral role in establishing rental housing throughout our community; and

WHEREAS, we recognize that we are living in extraordinary times, where our town and every community across the country is dealing with the effects of the COVID-19 pandemic including job losses, lower wages, uncertainty, and health and mental issues; and

WHEREAS, we acknowledge that renters and landlords alike share a common value in safe housing and a strong community; and

WHEREAS, we the Jackson Town Council acknowledge the struggles on both sides, that not every situation is the same, and hope that working together on rent payments – forgiving rents or portions of rents, where applicable – we will be able to continue to move forward as a strong, united community; and

WHEREAS, nonprofits throughout our community including One 22, Community Foundation of Jackson Hole, and more are working diligently to establish solutions to rental payments for our citizens throughout our community; and

WHEREAS, rent payments are a significant monthly expense for our working individuals and families; and

WHEREAS fostering a strong, united community is vital for Jackson to successfully emerge from our current economic crisis; and

WHEREAS, we acknowledge and salute the fact that many of our citizens across this community have already forgiven portions or totality of rents, recognizing that safe, secure housing is fundamental to a person or families' well-being and the community's well-being; and

NOW, THEREFORE, BE IT RESOLVED that the Jackson Town Council do hereby adopt a resolution actively encouraging that all landlords work with tenants, nonprofits, and individuals throughout our community to ensure that housing remains a safe respite during these troubled times.

PASSED, APPROVED, AND ADOPTED this 4th day of May 2020.

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: May 4, 2020

RE: Town Manager's Report

FY21 Budget

Recommended budget preparation has been challenging and taken up most available time and then some. Below is a table showing the budget meetings moving forward.

FY2021 DRAFT TOWN COUNCIL BUDGET MEETINGS SCHEDULE - <i>UPDATED</i>				
There may be many other meetings occurring during this time - the below list only reflects those associated with the FY2021 Budget				
Date	Day	Time	Event	Location
5/4/2020	Monday	9:00 - 12:00	Special Town Council Workshop - Budget Discussion, Revenue Review	Town Council Chambers
5/7/2020	Thursday	9:00 - 5:00	Special JIM - Budget Joint Departments	County Commissioner's Chambers
5/11/2020	Monday	9:00 - 12:00	Special Town Council Workshop - Budget Discussion, Capital Project Review; Follow-Up	Town Council Chambers
5/18/2020	Monday	9:00 - 12:00	Special Town Council Workshop - Budget Discussion (if needed)	Town Council Chambers
5/18/2019	Monday	3:00 P.M.	Regular Town Council Workshop Meeting - Budget Discussion (if needed)	Town Council Chambers
6/1/2020	Monday	6:00 P.M.	Regular Town Council Meeting - Budget Discussion (if needed)	Town Council Chambers
6/15/2020	Monday	6:00 P.M.	Regular Town Council Meeting - Budget Adoption	Town Council Chambers